



Board of Governors' Meeting

313 Plaster Student Union

Thursday, 5/15/2014

1:00 - 4:00 PM CT

I. Roll Call

II. Approval of Minutes

A. Board of Governors' Meeting

1. Approval of Minutes of Open and Closed Meetings of February 7, 2014

II.A.1. feb072014open - Page 6

2. Approval of Minutes of Open and Closed Meetings of March 6-7, 2014

II.A.2. mar062014open (2) - Page 13

3. Approval of Minutes of Open Meeting of March 31, 2014

II.A.3. March 31 2014 HLC-BOG Meeting - Page 19

III. Consent Agenda

A. Ratification of Items Presented to the Executive Committee on March 19, 2014

1. Procurement and Financial

a. Approval of Procurement Activity Report

III.A.1.a. 5.15.14 Procurement 3.19.14 - Page 20

2. Facilities and Equipment

a. Approval of bids and award of a contract for the computer lab renovation at Glass Hall

III.A.2.a. 5.15.14 Computer Lab Renovation Glass Hall - Page 26

b. Approval of bids and award of a contract for the renovation of Kentwood Hall

III.A.2.b. 5.15.14 Kentwood Hall Renovation - Page 28

c. Approval of bids and award of a contract for the Phase I renovation of the third floor at Plaster Student Union

III.A.2.c. 5.15.14 Third Floor Renovation PSU - Phase I - Page 30

d. Approval of bids and award of a contract for the roof replacement at Hutchens House

III.A.2.d. 5.15.14 Roof Replacement Hutchens House - Page 32

e. Approval of consultant and authority to enter into an agreement for professional services needed for the renovation of Sunvilla Tower

III.A.2.e. 5.15.14 Sunvilla Consultant - Page 33

f. Approval to increase the project budget for the improvements to the athletic and recreation fields on the Springfield campus

III.A.2.f. 5.15.14 Rev Athletic and Recreation Fields Budget Increase - Page 35

3. Research and Economic Development

a. Ratification of Apartment Lease Contract for International Faculty Housing with Jefferson Avenue Apartments, LLC

III.A.3.a. 5.15.14 Jefferson Apt complete - Page 37

B. Ratification of Items Presented to the Executive Committee on April 16, 2014

1. President

a. Approval of the renewal of employment of Dr. Drew Bennett, Chancellor of the West Plains Campus; Dr. Frank Einhellig, Provost of MSU and Chancellor of the Mountain Grove Campus; and Kyle Moats, MSU Athletics Director

III.B.1.a. Bennett Einhellig and Moats Re-Employ Resolution with Appointment Letters attached - 04-02-14 - Page 55

- b. Approval of First Addendum to Employment Contract for Head Men's Basketball Coach Paul Lusk and approval of First Addendum to Employment Contract for Head Women's Basketball Coach Kellie Harper**
III.B.1.b. Rev Resolution Exhibit A and B for Paul Lusk and Kellie Harper Addendums - Page 63
- c. Approval of terms of employment of Women's Basketball Assistant Coaches Jackie Stiles, Jon Harper, and Jennifer Sullivan; and Women's Basketball Operations Assistant Scott P. Moore**
III.B.1.c. Resolution for Women's Basketball Coaching Staff - 04-10-14 with attached unsigned Employment Agreements - Page 68
- d. Approval of employment contract for Mallory Weber as Head Coach for Women's Tennis**
III.B.1.d. Tennis Coach Mallory Weber Resolution with Attached Exhibits - Page 77
- e. Approval of resolution congratulating Dr. Mary Jo Wynn on being named a Missouri Sports Legend by the Missouri Sports Hall of Fame and thanking her for her career of achievement at Missouri State University**
III.B.1.e. Mary Jo Wynn Resolution - Page 80

2. Procurement and Financial

- a. Approval of Procurement Activity Report**
III.B.2.a. 0414 Procurement Activity Report - Page 82
- b. Approval of 2014-2015 Fee Schedule Amendment**
III.B.2.b. Fee schedule amendment - Page 87

3. West Plains Campus

- a. Approval of Purchasing Report**
III.B.3.a. Approval of Purchasing Activity Report - Page 88
- b. Approval of Peggy Kissinger as the recipient of an Honorary Associate of Arts Degree from Missouri State University-West Plains**
III.B.3.b. Approval of Honorary Degree recipient - Page 90

4. Facilities and Equipment

- a. Approval of bids and award of a contract for the ADA improvements on the Springfield campus**
III.B.4.a. ADA Improvements - Page 91
- b. Approval of bids and award of a contract for interior renovations at the Mary Jo Wynn Academic Achievement Center in Forsythe Athletics Center**
III.B.4.b. Forsythe Interior Renovations - Page 93
- c. Approval of bids and award of a contract for exterior envelope improvements for the west grandstand at Plaster Sports Complex**
III.B.4.c. West Seating Exterior Repairs Plaster Sports Complex - Page 95
- d. Approval of bids and award of a contract for the FY14 preventative parking lot maintenance on the Springfield campus**
III.B.4.d. 2014 Parking Maintenance - Page 97
- e. Approval to increase the additional services allowed for the consultant for professional services in conjunction with the Athletic and Recreation Field improvements**
III.B.4.e. Athletic Field Additional Services - Page 100
- f. Approval of a resolution granting a license agreement with the City of Springfield and the Watershed Committee of the Ozarks to allow improvements to be made to the detention area located west of Greenwood Laboratory School**
III.B.4.f. Greenwood Detention Basin License Agreement - Page 101
- g. Approval of a resolution granting a utility easement to the Board of Public Utilities of the City of Springfield, Missouri, to allow for the replacement and relocation of the water main in the west mall south of Glass Hall**

III.B.4.g. Water Main Easement - West Mall - Page 106

5. Research and Economic Development

- a. Approval of Name Change for Office of Research Compliance and Office of Sponsored Research and Programs and Associated Governing Policies**
III.B.5.a. Res Name Change - Office of Research Administration - 04-02-14 - Page 111

C. West Plains Campus

1. Approval of Activity Report

III.C.1. WPC Approval of Activity Report 5.16.14 - Page 112

2. Approval of Actions Concerning Academic Employees

III.C.2. Approval of Actions Concerning Academic Employees - Page 116

3. Approval of Actions Concerning Non-academic Employees

III.C.3. WPC Approval of Actions Concerning Non-Academic Employees - Page 126

4. Approval of Fiscal Year 2015 Salary and Benefits Overview for Missouri State University-West Plains Coaches

III.C.4. Approval of Fiscal Year 2015 Salary and Benefits Overview for coaches - Page 128

5. Approval of Expenditures to Implement Student-approved Capital Projects

III.C.5. Approval of Expenditures to Implement Student-Approved Capital Projects - Page 130

D. Student Affairs

1. Approval of Wyrick expenditures passed by student vote April 2014 to be implemented in FY 2015

III.D.1. Resolution - Wyrick 2014 - Page 132

E. Purchases/Contracts

1. Approval of Procurement Activity Report

III.E.1. Procurement 0514 Board Report - Page 133

F. Facilities & Equipment

1. Approval of Activity Report for the Month of January 2014

III.F.1. Activity Report 2014-01 - Page 147

2. Approval of Activity Report for the Month of February 2014

III.F.2. Activity Report 2014-02 - Page 154

3. Approval of Activity Report for the Month of March 2014

III.F.3. Activity Report 2014-03 - Page 160

4. Approval of the second renewal of the contract for the FY13 Job Order Contracting Services – Electrical Repair and Replacement

III.F.4. Job Order Contracting - FY13 Electrical - 2nd Renewal - Page 165

5. Approval of the second renewal of the contract for the FY13 Job Order Contracting Services – Insulation Repair and Replacement

III.F.5. Job Order Contracting - FY13 Insulation - 2nd Renewal - Page 166

6. Approval of the second renewal of the contract for the FY13 Job Order Contracting Services – Plumbing Repair and Replacement

III.F.6. Job Order Contracting - FY13 Plumbing - 2nd Renewal - Page 167

7. Approval of Sublease Agreement with the Urban Districts Alliance (UDA) for Warehouse Space in Downtown Springfield

III.F.7. complete Wall Street Warehouse Lease - MSUUDA 2014 - Page 168

8. Approval of Apartment Lease Renewal Agreement for International Faculty Housing with Elm Apartments, LLC

III.F.8. Resolution and Lease Renewal Agreement (Elm Apartments) May 2014 - Page 175

G. Human Resources

1. Approval of Actions Concerning Academic Employees

III.G.1. AcadboardMay14 - Page 180

2. Approval of Actions Concerning Non-academic Employees

III.G.2. NonacadMay14Board - Page 220

IV. President's Report

A. President Clif Smart's report will include updates and comments on the following topics:

IV.A. President 5.15.14 - Page 231

1. Welcome to Commencement Weekend

2. Update on 2014 Legislative Session

3. Review of Missouri Public Affairs Hall of Fame Induction

4. Upcoming China Trip

5. Reminder about June Board Meeting in Kansas City

6. Preview of Discussion on Marketing

V. Academic Affairs

A. Faculty Senate Report

V.A. Faculty 5.14 - Page 232

B. Report from the Provost – Provost Frank Einhellig's report will include updates and comments on the following items:

V.B. Provost Report for BOG May 15 - Page 233

- 1. Introduction of the Recipients of the Foundation Awards for Teaching, Research and Service**
- 2. Approval of Resolution of Appreciation for Dr. Ryan Giedd**
V.B.2. BOG Resolution Honoring Fac Senate Chair - Page 234
- 3. Approval of a resolution to acknowledge the Excellence in Public Affairs for Faculty and Staff award recipients**
V.B.3. Resolution - 2014 BOG Excellence in PublicAffairs Award - Page 235
- 4. Update on the 2014 Public Affairs Conference (Dr. Kevin Evans)**

VI. Research and Economic Development (written reports only)

A. Report from the Vice President for Research and Economic Development & International Programs - Vice President Jim Baker will provide the following written reports:

1. Research Report

VI.A.1. 2014-04-30 Sponsored Program Activity Report through March - Page 236

2. International Programs Report

VI.A.2. Report by International Programs 5.14 - Page 241

VII. Diversity and Inclusion

A. Report from the Vice President for Diversity and Inclusion – Vice President Ken Coopwood will provide a written report regarding activities in the Division for Diversity and Inclusion

VII.A. BOG VPDI report May 15 2014 - Page 243

B. Oral Report on Statewide Collaborative Diversity Conference

VIII. West Plains Campus

A. Chancellor's Report -- Chancellor Drew Bennett will provide a written report to the Board of Governors regarding activities at the West Plains Campus

VIII.A. Chancellor's Report - Page 245

IX. Student Affairs

A. Report from the Student Body President

IX.A. SGA 5.16.14 - Page 247

B. Student Affairs Report –Vice President for Student Affairs Dee Siscoe will provide a written report regarding activities in the Division of Student Affairs

IX.B. Stdt Aff board report-May - Page 248

- 1. Offer of commendation to Brittany Donnellan for service as Student Body Vice President**
IX.B.1. Resolution -Brittany Donnellan - Page 250
- 2. Offer of commendation to David Schneider for service as Student Body President**
IX.B.2. Resolution - David Schneider - Page 251
- 3. Approval of Former Missouri State University Employees to be Added to the Wall of Fame (resolution to be presented at meeting)**

X. Staff Senate

A. Staff Senate Report

X.A. Staff 5.15.14 - Page 252

XI. Financial

A. Development Report (written report only) – Vice President for University Advancement Brent Dunn will provide a written report from the MSU Foundation

XI.A. Dev Report 5.15.14 - Page 253

XII. Unfinished Business

XIII. New Business

A. First Reading of Revision of Board Bylaws G1.01-2, Article II: The Board of Governors, Section 5. Quorum; and G1.01-4, Article IV: Committees, Section 3. Committee Powers; Section 4. Committee Meetings; and Section 5. Executive Committee

XIII.A. first Reading of Bylaw G1-01-4 Article IV Committees - Res and Bylaw together - Page 259

B. Approval of Revision to G1.03 Officers of the University Policy

XIII.B. G1.03 complete - Page 264

C. Discussion on Marketing

XIII.C. Marketing Discussion - 2014 Agenda (2) - Page 275

XIV. Resolution Authorizing Closed Meeting, Pursuant to Sections 610.021(1), (2), (3), (6), (9), (11), (12), (13), (14) and/or (17) of the Revised Statues of Missouri

XIV. CLOSED 5.15.14 - Page 278

XV. Adjournment

XVI. Date of Next Meeting: Friday, June 20, 2014, 1 p.m.; Kauffman Foundation Conference Center, 4801 Rockhill Road, Kansas City, Missouri

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
FEBRUARY 7, 2014

1. Roll Call

Present- Mr. Stephen Bough, Governor
Mr. Joe Carmichael, Governor
Ms. Virginia Fry, Governor
Mr. Peter Hofherr, Governor
Mr. Stephen B. Hoven, Vice Chair
Ms. Paige Jenkins, Student Governor
Mr. Orvin Kimbrough, Governor (by conference call)
Ms. Beverly Miller, Chair
Ms. Carrie Tergin, Governor

Also

Present- Clifton Smart III, President
Drew Bennett, Chancellor of the West Plains Campus
Frank Einhellig, Provost
Dee Siscoe, Vice President for Student Affairs
Ken McClure, Vice President for Administrative and Information Services
Jim Baker, Vice President for Research, Economic Development, and
International Programs
Kenneth Coopwood, Vice President for Diversity and Inclusion
Stephen Foucart, Chief Financial Officer
Brent Dunn, Vice President for University Advancement
Donna Christian, Director of Internal Audit and Compliance
Penni Groves, General Counsel
John McAlear, Secretary of the Board

2. Presiding --- The presiding officer for the meeting was Ms. Beverly Miller, Chair of the Board of Governors. She called the meeting to order at 1:00 p.m. in the Magnolia Room in the West Plains Civic Center in West Plains, Missouri.

3. Approval of Minutes:

a. Board of Governors Meeting --- Ms. Miller mentioned that the first item of business was the approval of the minutes for the open meeting of December 13, 2013. Mr. Kimbrough so moved, receiving the second of Mr. Bough.

Motion passed 8-0.

4. Consent Agenda --- Ms. Miller noted that the next item of business on the agenda was the approval of the Consent Agenda for this meeting. The items included in the Consent Agenda are:

Executive Committee Meeting Held on January 15, 2014

Approval of 2014-2015 employment agreements for assistant football coaches (Human Resources No. 1448-14).

Approval of 2015-2016 Academic Calendar (Curriculum No. 360-14).

Approval of Procurement Activity Report for the period November 25, 2013 through January 10, 2014 (Purchasing Activity Report No. 398-14).

Professional services in conjunction with the exterior envelope improvements for the west grandstand at Plaster Sports Complex (Architects & Engineers No. 698-14); Structural Engineering Associates, Inc., for a fixed, not-to-exceed fee of \$112,400 plus reimbursable expenses. Additional services of up to \$15,000 as described in this agreement may be authorized and approved as necessary.

Constructional material testing services in conjunction with the planned athletic and recreation field improvements (Architects & Engineers No. 699-14); Palmerton & Parrish, Inc., for a fixed fee of \$65,250 plus reimbursable expenses. Additional services of up to \$25,000 as described in this agreement may be authorized and approved as necessary.

Approval to increase the project budget for improvements to the athletic and recreation fields on the Springfield campus (Bids & Quotations No. 1450-14); this \$1,722,190 increase brings the new total project budget to \$26,819,190.

Approval of a resolution (Land No. 109-14) granting a sanitary sewer easement to the City of Springfield to allow for the construction of the new athletic and recreation field improvements.

Approval of a resolution (Land 110-14) granting easements to KAMO Electric Cooperative, Inc., for the construction of an electrical transmission line and a fiber optic or other communication system through property referred to as Baker's Acres on Missouri State University property located in Webster County.

Approval of Amendment #3 to Lease Agreement with Brewer Science, Inc., at Jordan Valley Innovation Center (Agreement No. 337-14).

Approval of New Governing Policy – G7.07 Military Science Department Fee Waiver Policy (Board Policies No. 85-14).

President

Approval of Employment Contract of Brian Burton, Assistant Strength and Conditioning Coach (Human Resources No. 1449-14).

West Plains Campus

Approval of Activity Report dated February 7, 2014 (West Plains Campus Activity Report No. 105-14).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period November 26, 2013, through January 22, 2014 (Purchasing Activity Report No. 399-14).

Facilities and Equipment

Approval of Activity Report for the month of November 2013 (Activity Report No. 252-14).

Approval of Activity Report for the month of December 2013 (Activity Report No. 253-14).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1450-14).

Actions concerning non-academic employees (Human Resources No. 1451-14).

Approval of amendment to *Employee Handbook for Administrative, Professional and Support Staff Employees* and related policies (Board Policies No. 86-14).

Ms. Fry made a motion to approve the Consent Agenda, receiving a second from Ms. Tergin.

Motion passed 8-0.

5. **President's Report** --- President Clif Smart began his report by thanking the City of West Plains for welcoming us with open arms. He asked Dr. Bennett, Chancellor of the West Plains Campus, to introduce special guests in attendance. Dr. Bennett introduced Mayor Jack Pahlmann and City Administrator Tom Stehn. President Smart then congratulated Governor Virginia Fry on her recent confirmation. He commented that, unfortunately, Governor Kendall Seal's confirmation got tangled up in a procedural predicament and his nomination had to be withdrawn and resubmitted. We are confident he will be confirmed soon – in the meantime, he has joined us as a very interested observer. President Smart then asked Chancellor Bennett to introduce the student we are recognizing today. Chancellor Bennett introduced Ms. Anna Cantrell from Conway, Missouri. Ms. Cantrell is a very active sophomore who is enrolled in the campus's Nursing program and is participating in the William and Virginia Darr Honors Program. She will be graduating this May and eventually would like to work in a nursing clinical setting.

President Smart next provided a brief report on activities in Jefferson City. We are starting this legislative session in a positive position with Governor Jay Nixon's budget recommendation. It includes: a) a 5% increase in core funding for higher education; however, because both the Springfield and West Plains campuses achieved all five performance measures, we would get 5.2%, or an increase of approximately \$4.2 million; b) more than \$22 million in ongoing funding for STEM-related initiatives – our portion would be about \$2.4 million, or another 3%; and c) \$20 million in one-time funds recommended for Caring for Missourians – Mental Health, with our portion of these one-time funds being approximately \$1.6 million. He commented that it is very early in the process and we will continue to work and to monitor as the budget moves through the process. He added that the bills that create a higher education funding formula are out of committee and are being

discussed. We are supportive of the bills filed by Senator Pearce and Representative Thomson but it is unclear at this point if and how quickly the bills will move along.

He ended his report by mentioning the final item on today's agenda – the discussion on accreditation by the Higher Learning Commission. The HLC on-site visit is coming very quickly for West Plains and the visit for the Springfield campus is about 18 months from now. The HLC accreditation is an important milestone for both campuses.

6. Academic Affairs:

a. Report from Provost --- Dr. Frank Einhellig, Provost, first reported that two important actions of the Faculty Senate in their January meeting were to pass two new graduate programs: 1) Master of Science in Applied Behavior Analysis, and 2) Master of Applied Second Language Acquisition.

Dr. Einhellig next reported that, so far, they have hired 18 new faculty members who will start next fall and one new department head. There are another 38 searches in progress. He ended his report by commenting that they have been trying to increase the number of students enrolling in second-block classes (the last eight weeks of the semester). We have grown from 87 second-block classes in the spring of 2012 to 124 classes this spring. There appears to be a demand. A short discussion was then held on faculty recruitment and retention and it was decided to discuss this further at the Board's retreat next month.

7. West Plains Campus --- Chancellor Bennett next introduced Ms. Connie Morgan, Assistant Professor of History and current Chair of the West Plains Faculty Senate. Ms. Morgan summarized how the West Plains faculty is addressing their primary goal of enhancing student learning and student retention. Current projects include the establishment of a committee to promote education in ethical leadership, cultural competence, and community engagement. Chancellor Bennett then introduced Mr. Darrell Hampsten, Small Business and Technology Development Center Coordinator and current Staff Senate Chair. Mr. Hampsten reported that the West Plains Staff Senate has continued to raise money for charities. They have exceeded their United Way goal, have continued to participate in Lee Denim Day, and have raised money for cancer research. Chancellor Bennett then introduced Mr. Dakota Bates, President of the West Plains Student Government. Mr. Bates gave an overview of some of the projects that the West Plains SGA is doing: a) sponsoring a murder mystery party; b) sponsoring a blood drive; and c) volunteering thousands of service hours toward Operation 50K to recognize the 50th anniversary of the West Plains campus – they are at 38,069 hours toward the goal of 50,000 volunteer hours.

8. Student Affairs:

a. Report from Student Body President --- Mr. David Schneider, Springfield Campus Student Body President, next gave a report to the Board which included a summary of the \$450,000 in sustainability projects funded since FY2011 from the \$2 fee per semester which each student pays. These projects include bike racks, LED lighting, indoor/outdoor recycle bins, electric vehicles, the campus gardens, an energy dashboard to allow students to monitor in real time the energy consumption in residence halls and other buildings, and hydration stations.

9. Finance:

- a. Approval of Bonding Resolution** --- Mr. Steve Foucart, Chief Financial Officer, presented a resolution (Finance No. 1033-14) authorizing and directing the issuance of not to exceed \$42,000,000 principal amount of auxiliary enterprise system revenue bonds, Series 2014A, to provide funds to finance additions, renovations, extensions and improvements to the facilities of the auxiliary enterprise system of the University; prescribing the form and details of said bonds and the covenants and agreements made by the university to provide for the payment and security thereof; and prescribing other matters relating thereto.

He commented that the board members had an opportunity to hear from bond counsel and underwriters in this morning's Finance & Facilities Committee. Mr. Hoven, committee chair, indicated that details were provided and he is totally comfortable with moving forward with this matter. Mr. Hofherr moved to approve the resolution with the second being provided by Mr. Hoven.

Motion passed 8-0.

- 10. Unfinished Business** --- Ms. Miller next presented a resolution (Administration No. 34-14) to revise the Board's 2014 meeting schedule. She explained that due to the inability to reserve an adequate number of hotel rooms for a June 27 meeting in Kansas City, this resolution moves the Kansas City meeting date from June 27 to June 20. Moved by Mr. Bough and seconded by Ms. Tergin.

Motion passed 8-0.

11. New Business:

- a. Discussion on Higher Learning Commission (HLC) Accreditation** --- President Smart began this discussion by explaining that HLC is the umbrella agency that accredits higher education institutions and that the Springfield and West Plains campuses have separate HLC accreditation. He added that accreditations are hard work but they have great value. If you don't have HLC accreditation, you can't receive federal financial aid and the degrees you award have a value approaching zero, so it is important to have a good review. Accreditations are a tool for our goal of continuous improvement. Provost Einhellig then reminded everyone that achieving continued accreditation from HLC as well as other accrediting agencies is one of our 2013- 2014 goals. Accreditation is one evidence of assurance that you have a quality program. He added that beyond HLC, the Springfield campus has 29 specialized accrediting or certifying agencies for accreditations of specific majors and programs. HLC is a commission of the North Central Association of Colleges and Schools and accredits the entire University, both academic and non-academic areas, more than just a specific major or program. Dr. Tammy Jahnke, Dean of the College of Natural and Applied Sciences and Chair of the HLC Steering Committee, next provided the HLC Springfield campus timeline, a ten-year accreditation cycle. Our last site visit was in 2005 and we expect our next visit will be in 2015. HLC has recently gone away from

having every institution prepare a self-study – they now require a quality improvement initiative and assurance arguments. There are five subcommittees of the Steering Committee writing separate assurance arguments on how we meet the accreditation criteria. The quality initiative proposal that we have selected is a comprehensive, university-wide assessment plan for student learning outcomes related to the public affairs mission in general education, discipline-specific programs and co-curricular activities developed, and this is going very well. Their goal is to file a final assurance argument in May of 2015. Dr. Jahnke briefed the Board on the five criteria that each institution must meet to achieve accreditation. Chancellor Bennett next reemphasized that MSU-West Plains is separately accredited to award associate degrees. Mr. Dennis Lancaster, Interim Dean of Academic Affairs on the West Plains campus, explained that their accreditation cycle started sooner than the Springfield campus's cycle and, thus still includes the preparation of a self-study document. They gathered information for their self-study over a period of 18 months. They are accredited under the same criteria as the Springfield campus. Chancellor Bennett then summarized some of the more significant findings of their self-study. He reported that the site visit by the HLC consultant-evaluators will be March 31-April 2. President Smart ended the presentation by commenting that this is a challenging topic to engage in but it is a very important topic. The accreditation process is a great opportunity to assess where we are and how can we continue to improve.

The entire Board, along with others in attendance, next engaged in a lengthy discussion regarding the importance of the accreditation process. It was mentioned that there were no major surprises coming out of the West Plains self-study – they were aware of the challenges identified. A question was posed if this type of internal review could be helpful if performed more often. Dr. Jahnke explained that the new process with assurance arguments has to be updated after four, seven, and ten years. It was noted that listening to the accreditation processes of the two campuses points out their very unique relationship that could be very strategic and important to our State. One institution with an open enrollment, two-year, lower-cost campus and a four-year comprehensive campus with bachelors, masters, and doctoral degrees is not found elsewhere in the State. A major strength that helps both campuses to be successful is their cooperation. It was also pointed out that focusing on weaknesses that come out of an accreditation process could very well result in those areas being strengths during the next accreditation. President Smart also commented that the better defining of public affairs and improved diversity on campus, two areas that the 2005 accreditation showed needed work, have improved because of the Board's leadership in setting annual goals and engaging in multiple conversations of their importance.

12. **Closed Meeting** --- It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. Ms. Miller asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following this February 7, 2014, meeting of the Board of Governors to consider items of business pursuant to:

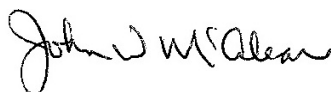
- a. R.S.Mo. 610.021 (1). "...any confidential or privileged communications between a public governmental body or its representatives and its attorneys..."

Ms. Tergin moved the approval of the resolution and Mr. Hoven seconded the motion.

A roll call vote on the motion was as follows: those voting in favor – Governors Bough, Carmichael, Fry, Hofherr, Hoven, Kimbrough, Miller, and Tergin; those voting against the motion – none.

Ms. Miller declared the resolution passed unanimously.

13. **Date of Next Meeting** --- The date of the next scheduled meeting was set for Thursday/Friday, March 6-7, 2014, at 9:00 a.m. at the St. Louis Union Station Hotel in St. Louis, Missouri.
14. **Adjournment**--- Ms. Miller adjourned the meeting at 3:20 p.m., on the motion of Mr. Bough, the second of Ms. Tergin, and the unanimous vote of the Board.



John W. McAlear
Secretary

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
March 6-7, 2014

1. Roll Call

Present- Mr. Stephen Bough, Governor
Mr. Joe Carmichael, Governor
Ms. Virginia Fry, Governor
Mr. Peter Hofherr, Governor
Mr. Stephen Hoven, Vice Chair of the Board
Ms. Paige Jenkins, Student Governor
Mr. Orvin Kimbrough, Governor
Ms. Beverly Miller, Chair of the Board (by conference call for a portion of Friday morning, March 7)
Mr. Kendall Seal, Governor
Ms. Carrie Tergin, Governor

Also

Present- Clifton Smart III, President
Drew Bennett, Chancellor of the West Plains Campus
Frank Einhellig, Provost
Dee Siscoe, Vice President for Student Affairs
Ken McClure, Vice President for Administrative and Information Services
Jim Baker, Vice President for Research and Economic Development
Kenneth Coopwood, Vice President for Diversity and Inclusion
Stephen Foucart, Chief Financial Officer
Brent Dunn, Vice President for University Advancement
Penni Groves, General Counsel
Paul Kincaid, Chief of Staff
Donna Christian, Director of Internal Audit
Kyle Moats, Director of Intercollegiate Athletics
Randy Blackwood, Executive Director of Athletics & Entertainment Facilities
Stephanie Bryant, Dean of the College of Business
Chad Killingsworth, Assistant Director of Web & New Media (arriving at 10:45 a.m. on Friday, March 7)
John McAlear, Secretary of the Board

2. Presiding --- The presiding officer for the meeting was Mr. Steve Hoven, Vice Chair of the Board of Governors. He called the meeting to order at 9:00 a.m. in the Regency Ballroom in the St. Louis Union Station Hotel in St. Louis, Missouri.

3. Consent Agenda --- Mr. Hoven noted that the first item of business on the agenda was the approval of the Consent Agenda for this meeting. The items in the Consent Agenda are:

Ratification of February 19, 2014 Executive Committee Actions

Approval of new program – Bachelor of Science in Modern Language (Comprehensive and Non-comprehensive) (Curriculum No. 361-14).

Approval of new program for Master of Science in Applied Behavior Analysis (Curriculum No. 362-14).

Approval of new program for Master of Applied Second Language Acquisition (Curriculum No. 363-14).

Approval of Procurement Activity Report for the period January 11, 2014, through February 14, 2014 (Purchasing Activity Report No. 400-14).

Approval of resolution authorizing and directing the issuance of \$39,405,000 principal amount of auxiliary enterprise system revenue bonds, Series 2014A, to provide funds to finance additions, renovations, extensions and improvements to the facilities of the auxiliary enterprise system of the University; prescribing the form and details of said bonds and the covenants and agreements made by the University to provide for the payment and security thereof; and prescribing other matters relating thereto (Finance No. 1034-14). *This resolution is for information only. At the February 7, 2014, Board of Governors' meeting, the Board granted the Executive Committee the authority to act on this bond issue, so no ratification of the February 19, 2014, Executive Committee action is necessary.*

Pool bulkhead and window replacement at Hammons Student Center (Bids & Quotations No. 1451-14); Oke-Thomas & Associates, low bid of \$163,746 for the base bid plus alternate 1; total project budget set at \$184,000.

The inside plant wiring contract for Computer Services-Networking and Telecommunications (Bids & Quotations No. 1452-14); TSI Technology Solutions, LLC. Total expenditure for projects under this contract shall not exceed \$150,000 during the initial term of this contract (through February 28, 2015) or during any one-year contract renewal period.

Approval of Deed of Lease with BCSP Hunters Branch Lessee, LLC (Agreement No. 338-14).

Approval to increase the project budget for the modifications to Printing Services at the Robert W. Plaster Center for Free Enterprise and Business Development (Bids & Quotations No. 1453-14). This \$30,000 increase brings the new total project budget to \$50,000.

Mr. Bough moved to approve the consent agenda, receiving the second of Mr. Hofherr.

Motion passed 8-0.

4. **Approval of 2014-15 Fee Resolution** --- President Clif Smart reminded everyone that the 2014-15 fee resolution (Fees No. 142-14) was discussed in detail at the Finance and Facilities Committee meeting in West Plains on February 7 and after a really good conversation, he thought there was consensus in our value approach. He asked Mr. Steve Foucart, Chief Financial Officer, to highlight some of the more significant items. Mr.

Foucart mentioned that the undergraduate Missouri resident tuition is remaining flat at \$204 per credit hour, the undergraduate Non-Missouri resident tuition is going from \$420 to \$426 per credit hour (1.4%), the graduate Missouri resident tuition is going from \$247 to \$250 per credit hour (1.2%), and the graduate Non-Missouri resident tuition is going from \$494 to \$501 per credit hour (1.4%). He also mentioned the addition of the student approved BEAR Fee up to \$50 for the fall and spring semesters, but not assessed in the summer session. He added that an internal review is underway to recommend appropriate testing fees in the Counseling and Testing Center and that bids are being reviewed for student health insurance rates – both of these items will be brought to the April Executive Committee meeting. Springfield Residence Hall rates increase 4% for board (based on the increase in our foodservice contract) and 1.5% for the room portion. The exception is Kentwood Hall, which will be open an additional 35 days, over break periods, and marketed to transfer students. This will increase the Kentwood single room by an additional \$70 above a 1.5% increase. The West Plains tuition is also flat when compared to last year and their residence hall room and board rates increase 1.5%.

President Smart next mentioned that the House Budget Committee is recommending its budget today, and, unfortunately, it only contains a 2% increase for higher education. This is very early in the budget process and he recommends that we move forward with the Fee Schedule as presented today, knowing that we may need to reevaluate that decision for second semester tuition. Mr. Kimbrough moved to approve the fee resolution as presented, receiving the second of Mr. Carmichael.

Motion passed 8-0.

- 5. Status Report on Eight Goals** --- President Smart first commented that our focus today is to report on where we are in accomplishing the eight goals which were adopted by the Board last year. He reminded the Board that all of these goals are related to the long-range plan. He indicated that in addition to measuring our success by whether we achieved these goals, we also measure our performance by two other metrics: a) the statewide performance measures, and b) our own key performance indicators. Most of the important discussion during the next two days will be reporting on how we are doing on these three ways the Board has determined we should measure the progress of the university. The 2013-14 eight goals are:

Goal 1: Enrollment - Continue to achieve modest annual growth consistent with the long-range plan goals.

Goal 2: Funding - Allocate, reallocate and generate new resources to achieve University priorities.

Goal 3: Accreditation – Develop the evidence to meet the criterion and core components necessary to achieve continued accreditation from the Higher Learning Commission (HLC), as well as other major accrediting agencies.

Goal 4: Diversity and Inclusion – Improve recruitment and retention of a diverse student body and workforce.

Goal 5: Student Success – Expand high-quality academic programs to increase opportunities for students.

Goal 6: Facilities and Sustainability – Design, bid, identify funding sources and begin construction on priority academic and auxiliary facilities, with a continued campus-wide emphasis on sustainability.

Goal 7: Athletics – Be competitive, be compliant, and be successful in the classroom.

Goal 8: Raising the Profile – Continue to find ways to more effectively “tell the Missouri State story” to ever-increasing numbers of people in Missouri, the nation and around the world. (Time did not permit the discussion of this goal – it will be covered in the May 15, 2014, Board meeting when the major discussion topic will be “Marketing the University.”)

A positive discussion was held on each of the goals with just a few exceptions. Regarding our Diversity goal, while we have been able to significantly increase the diversity of our student population, there are still struggles in increasing the diversity of our faculty and staff. Suggestions/comments coming out of the day’s discussion included:

Enrollment – although our enrollment is at an all-time high, we should identify where we can improve university processes/procedures so it is easier for students to enroll and register for courses.

Diversity – to continue working toward this goal, identify other metrics that could be evaluated. Also, expand the ADP (Appraisal and Development Plan) goals of administrators with specific actions toward improving and retaining faculty and staff of color.

Student Success – to assist with tracking graduates, work towards having all of our students open a LinkedIn account.

At the conclusion of the discussion on Goal 7: Athletics, President Smart presented a resolution (Board Policies No. 87-14) stipulating that the Board of Governors carries out oversight of the Intercollegiate Athletics program. He indicated that although the Board has always exercised oversight over the athletics programs at MSU, current best practices include having a governing policy that memorializes that oversight. Moved and seconded, respectively, by Mr. Bough and Mr. Hofherr.

Motion passed 7-0 (Mr. Kimbrough had left the meeting).

6. **Closed Meeting** --- It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. Mr. Hoven asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of this March 6-7, 2014, meeting of the Board of Governors to consider items of business pursuant to:

- a. R.S.Mo. 610.021(1). “Legal actions, causes of action, or litigation involving a public governmental body...”
- b. R.S.Mo. 610.021(3). “Hiring, firing, disciplining or promoting of particular employees by a public governmental body...”
- c. R.S.Mo. 610.021(13). “Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment,...”

Mr. Carmichael moved the approval of the resolution and Ms. Fry seconded the motion.

A roll call vote on the resolution was as follows: those voting in favor – Governors Bough, Carmichael, Fry, Hofherr, Hoven, Kimbrough, Seal, and Tergin; those voting against – none; those absent – Governors Kimbrough and Miller.

Mr. Hoven declared the resolution passed unanimously.

The open meeting was recessed at 3:40 p.m. The meeting was reconvened at 9:00 a.m. on Friday, March 7, 2014.

7. **Update of Key Performance Indicators** --- Dr. Frank Einhellig, Provost, first showed how the Springfield campus met the five Performance-Funding Measures adopted by the State of Missouri. He next provided a brief update on the Springfield campus’s 15 Key Performance Indicators which are included on the Long-Range Plan’s website. During the discussion on the Key Performance Measure dealing with faculty scholarship, the Board indicated that they would like to see a goal for next year regarding faculty issues, as well as this being a discussion topic at a future board meeting.

Dr. Drew Bennett, Chancellor of MSU-West Plains, next briefly reviewed the progress on their twelve Key Performance Indicators. During the discussion on the Key Performance Measure dealing with grant activity, Dr. Bennett explained that they received a \$2.5 million TAACCCT (Trade Adjustment Assistance Community College and Career Training) grant this year. It was also mentioned that the two campuses should look for ways to make sure we are collaborating at the highest level for success.

8. **Board of Governors’ Procedural Matters** ---

The following items were then discussed:

- a. Using a board portal system for board meetings and materials --- Mr. Chad Killingsworth, Assistant Director of Web & New Media, explained that an RFP process was recently performed looking for a board portal system – an electronic system to

distribute board agendas and materials. Three vendors responded and *Directors Desk* was determined to be the only affordable option. He then provided a demonstration of *Directors Desk* to show how the distribution of board agendas and meeting materials would be different using an electronic board portal. It was quickly noted that this type of system would eliminate a tremendous amount of paper use which meets one of the Board's major emphasis – sustainability. After a short discussion, Mr. Kimbrough moved that the Board proceed with *Directors Desk*. Ms. Tergin provided the second to the motion. It was noted that the number of contract years and the number of licenses would be left to the administration to determine.

Motion passed 8-0.

- b. Topics for future Board discussions --- Mr. Smart commented that marketing will be the discussion item at the May meeting, a follow-up on previous discussion topics will be presented at the June meeting, and annual goals will be finalized at the July summer retreat. He asked Board members what topics they would like to discuss at board meetings after the summer retreat. Items offered for consideration included: 1) Faculty issues; 2) Retention rates; 3) International programs; 4) Broadcast Services; 5) Academic points of pride; and 6) Campus security
 - c. Presidential assessment --- Mr. John McAlear, Secretary, commented that everyone seemed to like last year's new, revised assessment tool. He added that one recommendation received was to include questions pertaining to the University's annual goals. Ms. Miller, Board Chair, had asked him to prepare eight additional questions to add to this year's assessment for review at today's meeting. Mr. McAlear distributed the additional questions and it was decided that they would be good additions to the assessment tool. He next summarized a proposed timeline: 1) have President Smart present his self-assessment at the June 20, 2014, Board meeting; 2) the Board members will complete the online assessment tool by the middle of July; 3) the assessment results will be able to be reviewed online by the Board in late July; and 4) the entire Board will visit with President Smart regarding the results at the July 31, 2014, Board meeting. During this discussion, the Board asked for research to be done on assessing the Board.
9. **Date of Next Meeting** --- The date of the next regularly scheduled meeting was set for Thursday, May 15, 2014, at 1:00 p.m. on the Springfield Campus.
 10. **Adjournment**--- Mr. Hoven adjourned the meeting at 12:10 p.m. on the motion of Mr. Kimbrough, the second of Mr. Bough, and the unanimous vote of the Board.



John W. McAlear
Secretary

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
MARCH 31, 2014

I. **Roll Call**

Present- Ms. Virginia Fry, Governor (by conference call)
Mr. Peter Hofherr, Governor
Mr. Steve Hoven, Vice Chair (by conference call)
Mr. Kendall Seal, Governor (by conference call)
Ms. Carrie Tergin (by conference call)

Also Present- Dr. Kristin L. Mallory, HLC Site Team Member
Dr. Robert John Edleston, HLC Site Team Member
Dr. Michael G. Walraven, HLC Site Team Member
Mr. Kent Hawley, HLC Site Team Member
Mr. Clifton Smart III, President
Dr. Drew Bennett, Chancellor of the West Plains Campus
Ms. Teresa Shipley, Acting Secretary

The meeting was called to order at 9:30 a.m. in Room 208 of the Lybyer Enhanced Technology Center on the campus of Missouri State University in West Plains, Missouri.

II. **Discussion with the Higher Learning Commission (HLC) Accreditation Site Team** --- The Board members and the HLC members first introduced themselves and gave a brief description of their backgrounds. President Clif Smart and Chancellor Drew Bennett left the meeting at this time. The remainder of the meeting was a discussion regarding the reaffirmation of accreditation of Missouri State University-West Plains.

III. **Adjournment-** The meeting was adjourned at 10:15 a.m.



Teresa Shipley
Acting Secretary

III.A.1.a.

RECOMMENDED ACTION - Approval of Procurement Activity Report

The following resolution was moved by _____
and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report presented by the Procurement Services Office be approved.

VOTE: **AYE** _____
 NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

This report summarizes Procurement Services Office activities from February 15, 2014 through March 13, 2014.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES**

FOR APPROVAL

Amendment to existing revenue contract

**Food and Retail Food Operation Services
Residence Life, Housing, and Dining Services**

Revenue Contract

Recommend approval of Amendment Six (6) to Chartwells Contract C5132-1. Amendment Six exercises the renewal option for years 11 through 13 (2022 to 2024) early, and allows the University to apply \$630,000.00 of capital investment dollars toward infrastructure improvements in 2014, rather than being required to wait until 2021. It also allows the University to close Sunvilla residence hall to renovate it to apartment-style housing with kitchens, and to remove it from the mandatory meal plan. Finally, the amendment allows Chartwells to amortize its capital investment over a 13-year period rather than a 10-year period.

Note: Revenue contract and no funding source is required.

Contract amendments that cause the estimated value of a contract/agreement to be exceeded by 10% or \$25,000, whichever is greater

**adidas America
Intercollegiate Athletics**

Exclusive Product Purchase Contract

Recommend approval of an amendment to extend the current contract with adidas America, Incorporated, for an additional two (2) years, through May 31, 2019, with the addition of the inclusion of the following sports:

Men's: Basketball (Beginning September 1, 2014)
Women's: Tennis

Men's Basketball is subject to prior agreements which will not expire until August 31, 2014. After expiration of the prior agreements, Men's Basketball will be included in the definition of *Sports* which currently includes:

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Men's: Baseball, Football, Golf, Soccer, and Swimming and Diving
Women's: Basketball, Cheer, Cross Country, Field Hockey, Golf, Soccer, Softball,
Track and Field, Swimming and Diving, Volleyball, and Tennis

Under the terms of the contract amendment, adidas will provide the University with men's Basketball uniforms at no cost for each subsequent contract year during the remaining term of the contract.

In addition adidas will increase promotional merchandise from \$90,000 per year to \$176,000 per year per the terms of the contract.

Note: Funding to be from future operational budgets.

Single purchase > \$100,000 from established cooperative contract

**Dell Computers
Information Technology Services, West Plains Campus \$106,784.41**

Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, Missouri State University is requesting approval to purchase 107 Dell computers utilizing the University of Missouri's Contract Q043003.

These computers will be used to replace out-of-warranty equipment in Lybyer Hall T103, T104, T201, T204, T208, T211, T212, and T214. Also, a new computer testing lab will be created in the Garnett Library Mezzanine using 26 of the purchased computers to facilitate the growing need for computer-based testing. Replaced computers will be disseminated across campus to other departments.

Note: Funding to be from the FY14 operational budget.

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**ACTIVITY REPORT
PAGE THREE**

Exercise of contract renewal option for the purchase of goods and services estimated > \$100,000

Residence Hall Cleaning Services	\$118,855.29
Residence Life, Housing and Dining Services	(Estimated)

Recommend renewal of Contract 5191-2 with Grime Scrubbers to provide residence hall cleaning services for the period May 1, 2014 through April 30, 2015. This is the third of four available contract renewal options. Contract prices will increase by two percent (2%) as provided for in the contract. The amount shown above includes the cleaning of Blair-Shannon House, Hammons House, Hutchens House, and Wells House during the renewal period.

Note: Funding to be from the FY14 and FY15 operational budgets.

Single Feasible Source > \$100,000

Degree Audit	\$290,836.00
Office of the Registrar	(Estimated)

A new degree audit/transfer equivalency management system is needed by the Office of the Registrar. The system modules are important software applications as they support success and retention efforts and impact several of the University's key performance indicators, such as fall-to-fall retention, six-year graduation rate, undergraduate and graduate academic awards, and total enrollment.

The Springfield campus of the University has used the Degree Audit and Reporting System (DARS) degree audit application by College Source since the early 1990s, and it has served the University well during this time. However, DARS upgrades were discontinued effective June 2011, necessitating the purchase of new software.

A team from the Office of the Registrar, Enrollment Management, Admissions, and Computer Services reviewed viable options and recommend transitioning from the current degree audit system, DARS, to a new degree audit system, Degree Works.

Research by the team found a proven product, Degree Works, which includes a transfer mapping and articulation manager, by Ellucian, which also provides Banner. Several Missouri institutions that use Banner have switched to Ellucian's Degree Works. The

February 15, 2014 through March 13, 2014

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PAGE FOUR**

University of Central Missouri (UCM) and Southeast Missouri State University (SEMO) also previously used DARS, and have successfully converted to Degree Works.

A team from Missouri State visited the University of Central Missouri campus for a demonstration. UCM completed their implementation in approximately one year, and after their review and site visit, the evaluation team unanimously endorsed switching to Degree Works for the following reasons:

- Degree Works is an Ellucian product, and as a result, there are no concerns about future compatibility with Banner.
- Transfer students would gain the ability to self-report transfer work prior to applying for admission, and could generate what-if degree audits against their self-reported work as part of the transfer decision process. This process works in conjunction with Banner transfer articulation, which Missouri State already uses.
- Enhancements are all-inclusive within Degree Works, where competing products require multiple module purchases to obtain similar functionality.

The University currently utilizes the Banner suite of software for its core business applications for all students, faculty, staff, alumni, and guests. To build upon the previous investment that has been made in Ellucian's Banner suite, the acquisition of Ellucian's Degree Works software suite is recommended.

Selection of the Ellucian Degree Works software would allow for tight integration with the Banner Student module, and Ellucian has documented plans to continue developing additional integration features. The degree of integration possible between Degree Works and the Banner Student module can realistically only be achieved by purchasing both sets of software from the same vendor, Ellucian, thereby justifying a single feasible source option for the purchase of the Degree Works software and implementation services.

Initial costs for Ellucian Degree Works for the Springfield campus are:

- | | |
|---|-------------|
| • Licenses | \$87,420.00 |
| • First year Software Maintenance
(Pro-rated portion for 2014 will be \$11,803 if signed in April) | \$15,736.00 |
| • Second year Software Maintenance | \$16,680.00 |

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• Implementation Services	\$95,000.00
• Travel Estimate	\$16,000.00
Total	\$230,836.00

Additional funds of \$40,000.00 to \$60,000.00 for part-time implementation labor will be required for the project.

On-going annual maintenance costs for DARS for the Springfield campus is currently funded from the Student Affairs budget and will be transferred to the ERP budget beginning in FY2016. The project includes two years of maintenance costs due to the implementation period for the Degree Works software.

Note: Funding to be from the President's Enhancement Fund, which will provide \$250,000.00 towards the project, and from the Vice President of Student Affairs' one-time budget reserves, which will provide the additional \$40,836.00.

February 15, 2014 through March 13, 2014

III.A.2.a.

RECOMMENDED ACTION – Approval of bids and award of a contract for the computer lab renovation at Glass Hall.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Mechanical Services, Inc. in the amount of Three Hundred Four Thousand Seven Hundred Fifteen and 00/100ths dollars (\$304,715.00) for the base bid plus alternates 1, 2, and 6 for the computer lab renovation at Glass Hall be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$46,500.00
Construction Costs	\$304,715.00
Project Administration	\$7,500.00
Construction Contingency	\$25,000.00
Furniture, Fixtures, and Equipment	\$126,285.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$510,000.00
Funding Source	
Renovate Glass Hall Computer Lab budget	\$510,000.00
Total Funding Source	\$510,000.00

BE IT FURTHER RESOLVED that this be paid from the Renovate Glass Hall Computer Lab budget funded by Computer Usage Fee budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid	Alternate No. 1	Altnerate No.2	Alternate No. 6	Total
Mechanical Services, Inc.	\$286,200.00	\$5,620.00	\$11,825.00	\$1,070.00	\$304,715.00
Bales Construction Co., Inc.	\$294,000.00	\$5,450.00	\$17,222.00	\$1,160.00	\$317,832.00
Kenmar Construction, Inc.	\$349,000.00	\$3,950.00	\$13,300.00	\$1,225.00	\$367,475.00
DeWitt & Associates, Inc.	\$361,000.00	\$5,500.00	\$9,800.00	\$1,200.00	\$377,500.00
Branco Enterprises, Inc.	\$383,000.00	\$4,600.00	\$15,500.00	\$15,000.00	\$418,100.00

The University wishes to renovate the existing computer lab located in Glass Hall rooms 228, 229, 231, 232, 234, and 235. The renovations include increasing student services to improve the use of space using the Bear CLAW, located in Meyer Library, as a model. The project was requested by students and has been approved by the Student Government Association and IT Council. The project includes new finishes, room configuration and coordination of furniture.

Alternate one provides a painted graphics package to the lab, alternate two provides millwork and a sink, and alternate six provides indirect light fixtures in lieu of standard down light fixtures.

Alternate three would have provided magnetic glass marker boards with accessories. Alternate four would have modified the existing standpipe system to provide a new wet-pipe fire protection zone serving the computer lab. Alternate three and four were not selected in order to stay within the available budget. Alternate five would have provided occupancy sensors, but was omitted from the bid proposal per addendum one prior to the bid opening.

III.A.2.b.

RECOMMENDED ACTION – Approval of bids and award of a contract for the renovation of Kentwood Hall.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Carson-Mitchell, Inc. in the amount of One Million Seven Hundred Seventy-eight Thousand Seventy-eight 00/100ths dollars (\$1,778,078.00) for the base bid plus alternates 1, 2, 3, 4, and 5, for the renovation of Kentwood Hall be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$121,500.00
Construction Costs	\$1,778,078.00
Project Administration	\$50,452.00
Construction Contingency	\$300,000.00
Furniture, Fixtures, and Equipment	\$260,000.00
Telecommunications	\$10,000.00
Relocation Costs	\$0.00
Total Project Budget	\$2,520,030.00
Funding Source	
Kentwood Refurbishing budget	\$2,520,030.00
Total Funding Source	\$2,520,030.00

BE IT FURTHER RESOLVED that this be paid from the Kentwood Refurbishing budget funded by 2014 Auxiliary Enterprise System Revenue bonds.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

Contractor	Carson-Mitchell Inc.	DeWitt & Associates, Inc.	Branco Enterprises, Inc.	EML, LLC
Base Bid	\$1,738,084.00	\$1,998,000.00	\$2,035,000.00	\$2,121,536.00
Alternate No. 1	\$15,900.00	\$21,800.00	\$21,000.00	\$19,734.00
Alternate No. 2	\$13,534.00	\$14,300.00	\$18,600.00	\$14,968.00
Alternate No. 3	\$9,484.00	\$10,000.00	\$10,000.00	\$19,349.00
Alternate No. 4	\$624.00	\$700.00	\$1,000.00	\$631.00
Alternate No. 5	\$452.00	\$500.00	\$500.00	\$447.00
Total	\$1,778,078.00	\$2,045,300.00	\$2,086,100.00	\$2,176,665.00

The University is refurbishing Kentwood Hall student rooms, floors two through six, with new carpeting, paint, and drapes. The work in the student bathrooms is extensive with all new fixtures and finishes, as well as reworking much of the plumbing. The staff apartment, offices, and computer lab on the second floor will also be renovated. A new student kitchen will be constructed on the lower level. All public toilets will receive new finishes and fixtures.

Alternate one removes and replaces the existing ceiling tiles and grid system on the second, third, fourth, and sixth floors. Alternate two fire seals existing penetrations in walls to provide a one-hour fire protection. Alternate three provides a higher quality gypsum wall finish on the walls and ceilings of bathrooms. Alternate four removes and replaces light fixtures with on the fifth floor. Alternate five removes and replaces light fixtures on the second, third, fourth, and sixth floors.

Due to the extensive renovation work planned and the age of the building (1926), the contingency line item is set higher than on a typical project. There is a much stronger chance to run into unknowns as walls and floors are opened up and exposed finding items which may necessitate a change from the prepared plans.

III.A.2.c.

RECOMMENDED ACTION – Approval of bids and award of a contract for the phase I renovation of the third floor at Plaster Student Union.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Bailey Company in the amount of amount of Three Hundred Thirty-nine Thousand Five Hundred Seventy-nine and 00/100ths dollars (\$339,579.00) for the base bid plus alternates 1, 2, 3, 4, and 5 for the phase I renovation of the third floor at Plaster Student Union be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$85,913.67
Construction Costs	\$339,579.00
Project Administration	\$9,393.33
Construction Contingency	\$105,000.00
Furniture, Fixtures, and Equipment	\$123,500.00
Telecommunications	\$17,400.00
Relocation Costs	\$5,214.00
Total Project Budget	\$686,000.00
Funding Source	
Plaster Student Union 3rd Floor Refresh Phase I budget	\$686,000.00
Total Funding Source	\$686,000.00

BE IT FURTHER RESOLVED that this be paid from the Plaster Student Union 3rd Floor Refresh Phase I budget funded by Plaster Student Union – Operating budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

	Bailey Company	DeWitt & Associates	Mechanical Services	Bales Construction	EML, LLC	Nesbitt Construction	Branco Enterprises
Base Bid	\$279,793.00	\$315,000.00	\$334,650.00	\$336,000.00	\$362,600.00	\$388,300.00	\$478,300.00
Alt. No. 1	\$20,690.00	\$20,924.00	\$20,800.00	\$20,517.00	\$29,800.00	\$23,000.00	\$30,200.00
Alt. No. 2	\$4,473.00	\$3,386.00	\$6,525.00	\$6,322.00	\$6,200.00	\$11,400.00	\$6,600.00
Alt. No. 3	\$2,224.00	\$3,083.00	\$1,800.00	\$2,180.00	\$3,900.00	\$5,000.00	\$13,600.00
Alt. No. 4	\$14,351.00	\$20,038.00	\$13,800.00	\$13,330.00	\$13,900.00	\$17,900.00	\$13,900.00
Alt. No. 5	\$18,048.00	\$18,096.00	\$14,250.00	\$27,643.00	\$26,570.00	\$29,000.00	\$32,800.00
Total	\$339,579.00	\$380,527.00	\$391,825.00	\$405,992.00	\$442,970.00	\$474,600.00	\$575,400.00

The University wishes to renovate the third floor of Plaster Student Union by replacing outdated finishes. The base bid includes new finishes on the floors and walls in the meeting rooms and corridors, new lighting in the corridors, infrastructure for audio/visual equipment, millwork, and new way finding and room signage.

Alternate number one comprises the additional millwork and audio/visual systems in meetings rooms 308, 315, and 317. Alternate number two contains specialty paints at the core walls around the restrooms and elevators in lieu of standard interior paint. Alternate number three includes providing floor and wall finishes to room 213. Alternate number four consists of electronic hold open devices furnished and installed on specific meeting room doors connected to the corridor. Alternate number five involves millwork for two existing digital media display monitors.

The renovation of the third floor at Plaster Student Union will be split into three phases. Phase II will renovate the Ballrooms and is scheduled for Winter Break, 2014/2015. Phase III will renovate the Parliamentary Room, 313 and is scheduled for Summer Break, 2015.

III.A.2.d.

RECOMMENDED ACTION – Approval of bids and award of a contract for the roof replacement at Hutchens House.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the proposal of Tremco Incorporated (WTI) in the amount of Five Hundred Four Thousand Six Hundred Seventy-seven and 49/100ths dollars (\$504,677.49) for the roof replacement at Hutchens House be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$0.00
Construction Costs	\$504,677.49
Project Administration	\$2,600.00
Construction Contingency	\$42,722.51
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$550,000.00
Funding Source	
Hutchens Roof Replacement budget	\$550,000.00
Total Funding Source	\$550,000.00

BE IT FURTHER RESOLVED that this be paid from the Hutchens Roof Replacement budget funded by the Residence Hall Reserves budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

Hutchens House has experienced roof leaks for a number of years and has gotten to a point where spot repairs are no longer feasible. The insulation under the roofing membrane has become wet and has deteriorated. This project seeks to replace the entire roof at Hutchens House with a new, white built-up roof. The insulation value of the roof will be increased and the light color of the roof will help reduce solar gain within the building, leading to further energy savings.

Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Educational and Institutional (E & I) Cooperative Contract CNR01305 with Tremco Incorporated (WTI) to perform the roof replacement work under this contract. Under the terms of this agreement, Queen City Roofing of Springfield, Missouri will perform the actual roof replacement under the supervision of Tremco Incorporated (WTI).

III.A.2.e.

RECOMMENDED ACTION - Approval of consultant and authority to enter into an agreement for professional services needed for the renovation of Sunvilla Tower.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the professional services of the Lawrence Group in conjunction with the renovation of Sunvilla Tower be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Lawrence Group perform this work for a fixed, not-to-exceed fee of One Million Seventy-five Thousand and 00/100ths dollars (\$1,075,000.00) plus reimbursable expenses.

BE IT FURTHER RESOLVED that additional services of up to One Hundred Thousand and 00/100ths dollars (\$100,000.00) as described in this agreement may be authorized and approved as necessary.

BE IT FURTHER RESOLVED that this be paid from the Structural Study of Sunvilla Tower budget funded by 2014 Auxiliary Enterprise System Revenue bonds.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

The University is interested in renovating Sunvilla Tower to provide a better environment for students. The primary purpose of this project is to improve life safety by installing a fire suppression system throughout the building. The existing scissor stair will be modified to allow for two separated means of egress out of the building to improve safety. A new mechanical system will be installed including connecting Sunvilla Tower to the campus chilled water loop for maximum efficiency. The student rooms and apartments, will have updated finishes. With the installation of the life safety features, the kitchens will be put back into service in each of the apartments. Exterior envelope work will also be completed to make the structure more weather resistant. A grant has been received to construct a FEMA storm shelter as part of this project that will serve the University and surrounding community in the event of a tornado or severe weather.

A qualification based selection process was used to determine the consultant that would assist the University on this project. Fourteen responses were received to the request for qualifications. Of these fourteen, four were invited to campus to further present qualifications. Following the interviews, the

selection committee made up of staff and students selected the Lawrence Group as the most qualified for this project.

III.A.2.f.

RECOMMENDED ACTION – Approval to increase the project budget for the improvements to the athletic and recreation fields on the Springfield campus.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the project budget approved at the January 15, 2014 meeting for the improvements to the athletic and recreation fields on the Springfield campus be increased by Two Hundred Fifty-two Thousand Eight Hundred Eighty-six and 00/100ths dollars (\$252,886.00) above the project budget of \$26,819,190.00 for a new total of \$27,072,076.00 be accepted and approved.

BE IT FURTHER RESOLVED that the revised financial plan be established as follows:

Project Budget	
Consultant Fees	\$1,500,000.00
Construction Costs	\$21,824,600.00
Project Administration	\$100,000.00
Construction Contingency	\$3,496,008.00
Furniture, Fixtures, & Equipment	\$51,468.00
Telecommunications	\$100,000.00
Relocation Costs	\$0.00
Total Project Budget	\$27,072,076.00
Funding Source	
President's Program Enhancement fund, Administrative and Information Services, Allison Fields Signage Foundation, and Chilled Water	
Loop Athletics / OT budgets	\$27,072,076.00
Total Funding Source	\$27,072,076.00

BE IT FURTHER RESOLVED that this additional funding will be paid by the Chilled Water Loop Athletics / OT budget funded from the President's Program Enhancement fund budget.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

COMMENTS:

A new occupational therapy building is being planned for the site west of the new field hockey and lacrosse field. It is desired that this new 55,000 SF building be connected to the campus chilled water loop for improved efficiency. The closest location to tap into the chilled water loop is at Clay Avenue to the east of the new field. The occupational therapy building is not scheduled to go out for bid until mid-June, 2014. The hockey and lacrosse field is to be complete by June 1, 2014. The University does not

want to complete a new field and then tear it up immediately with additional construction. A change order will be added to the athletic and recreation fields project to allow for this work to be completed now, which will be paid by the Chilled Water Loop Athletics / OT budget funded from the President's Program Enhancement fund budget. The cost for this added work was reviewed with recent bid projects for the extension of the chilled water lines and it was found to be comparable to those projects that publicly bid.

III.A.3.a.

RECOMMENDED ACTION – Ratification of Apartment Lease Contract for International Faculty Housing with Jefferson Avenue Apartments, LLC.

The following resolution was moved by _____ and seconded by _____;

BE IT RESOLVED, by the Board of Governors for Missouri State University that the University enter into a one (1) six-month lease contract attached hereto commencing February 1, 2014, and terminating July 31, 2014, with the Jefferson Avenue Apartments, LLC for one (1) housing apartment, including four (4) single bedrooms for visiting scholars and exchange faculty more specifically identified at 835 South Jefferson Avenue, Springfield, Missouri, Apartment A-102. The monthly rent for the apartment, to include all bedrooms, will be One Thousand, Four Hundred and Thirty-Seven Dollars (\$1,437.00).

BE IT FURTHER RESOLVED, that the proposed Lease Contract be ratified and that the Vice President for Administrative and Information Services be authorized to sign said Lease Contract.

VOTE: **AYE** _____
 NAY _____

This resolution confirms approval granted at the March 19, 2014, Executive Committee meeting.

Comments: This lease provides international faculty housing for visiting scholars and exchange faculty in Springfield, Missouri, who are in Springfield for less than one (1) year. For example, two Fulbright Scholars from Slovakia will be on campus for six (6) months. One of the scholars, Dr. Milan Kovac, will write a book with Dr. John Chuchiak, Director of the Honors College, about the Maya, and will team teach a seminar on the Maya for the Honors College. Another example is a visiting scholar from Brazil that will teach Portuguese classes for the Foreign Language Institute. The Vice President for Research and Economic Development and International Programs will be responsible for subleasing the apartment and will develop a chargeback fee structure for short-term stays. It is anticipated that the subleases will greatly reduce the overall lease paid by Missouri State University to Jefferson Avenues, LLC. The Jefferson Avenue Apartments, LLC was chosen for two specific reasons:

- Availability to accommodate the February 15, 2014 arrival of the visiting scholars; and,
- Its uniqueness to accommodate a family of four and the flexibility of the leasing dates. Other rentals, to include Missouri State University housing are unable to accommodate a family of this size. Also, Missouri State University housing

closes for the summer and the tenants will not complete their stay until July 30, 2014.



Student Housing Lease Contract



Date of Lease Contract: February 1, 2014 (when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In - General Information

1. PARTIES. This Lease Contract is between you, the resident: Mo State Univ Research & Econ Dev. and us, the owner: Jefferson Avenue Apartments, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. A-102A-D, Bedroom No. A-102A-D at 835 S. Jefferson Ave. in Springfield Missouri, 65806

The terms "you" and "your" refer to the resident listed above, and a person authorized to act in the event of a sole resident's death. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us.

2. OCCUPANTS. The bedroom will be occupied only by you and (list all other occupants not signing the Lease Contract): see per person addendum

Other than a co-resident we assign, no one else may occupy the bedroom. Other than co-residents or authorized occupants, no one else may occupy the apartment. Persons not listed above must not stay in the bedroom or apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the 1st day of February, 2014, and ends at midnight the 31st day of July, 2014. This Lease Contract does not automatically renew.

You may be given an opportunity to sign a new or renewal lease for another Lease Contract term and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident.

Exclusive-Use Areas and Joint-Use Areas. We may or may not (check one) assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 bedroom key(s), 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for key/fob. Any resident, occupant, or spouse who, according to a remaining co-resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices.

6. RENT AND CHARGES. [Check one]: You will pay \$ 525.00 commencing and continuing each month thereafter during the pendency of this Lease Contract. Prorated rent of \$ is due for the remainder of [check one]: 1st month or 2nd month, on (year); OR

Your total rent for the Lease Contract term is \$ 12600.00. It is payable in advance, without demand, in monthly installments of \$ 2100.00 on or before the first day of each month beginning February, 2014 (year).

You will pay your rent at: at the on-site manager's office, through our online payment site, or at resident portal/paylease

The stated rent amount is owed by you and is not the total rent owed by all co-residents. Except for the prorated rent described above, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute.

Relocation. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment. You may change bedrooms with another co-resident in your apartment without being subject to a transfer fee if: (1) within 3 days after your initial occupancy, we receive a joint request from you and another co-resident in your apartment to exchange bedrooms; and (2) you comply with our procedures and required documentation.

7. UTILITIES. We'll pay for the following items, if checked: water, gas, electricity, master antenna, wastewater, trash, cable TV, other Internet

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] required to purchase personal liability insurance [not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Special Provisions and "What If" Clauses

9. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

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Mo State Univ Research & Econ Dev.

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10. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ _____ (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraphs 21 or 35; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

11. **DAMAGES AND REIMBURSEMENT.** Within seven (7) days after being notified of any damage to the Premises or the apartment community you must reimburse us for the costs to repair or replace and damage, including, but not limited to any loss, damage, government fines, or cost or repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, reckless, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

To the maximum extent permitted by law, it is understood and agreed that Owner, its agents, employees, owners, successors or assigns shall not be liable to Resident or any of Resident's guests, occupants or visitors for any personal injury or for any damage to or any loss of personal property in or around the Premises, including, without limitation, the surrounding common area at which the premises is located regardless of the cause of injury, loss or damage. Resident, for him or herself and heirs and personal representatives, hereby releases, relinquishes, exonerates and discharges and agrees to indemnify, protect and save harmless Owner, its officers, its agents, employees, successors or assigns, from any and all claims, demands, cost (including reasonable attorney fees), and liability for any injury to, including death of a person (whether they be a third person, employees of the parties hereto or the parties themselves) and any loss of or damage to property (whether said loss occurs to any parties hereto or to third persons) caused by, growing out of, or happening in

connection with Resident's or Resident's invitee(s)' use and occupancy of the Premises, apartment community, fixtures, equipment, appliances, facilities, improvements, and common areas located thereon, or by reason of any like or different casualty.

Limitation of Damages. Notwithstanding any other provision contained herein, if Owner is found or held liable to Resident for any reason whatsoever, Resident agrees that the total monetary damage amount recoverable will in no instance exceed the total amount of rent Resident paid Owner during Resident's tenancy.

12. **REMOVAL AFTER ABANDONMENT.** We or law officers may remove, store, or dispose of all remaining property in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you abandon the apartment (see definitions in paragraph 40). For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. Any property of yours remaining in or on the premises after you abandon the premises may be removed or disposed of without liability.

13. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

14. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

15. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

16. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

17. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit! Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

18. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; engage in criminal activity; or injuring our reputation by making bad faith allegations against us to others. If you violate any term or condition under this paragraph, we shall be entitled to immediately terminate your right of occupancy of the Premises.

19. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

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20. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under the provisions herein, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death or property purchase.

Death of Sole Resident. If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least 30 days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

21. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) given temporary duty orders in excess of ninety days duration assigning you to a location at least twenty-five miles from the leased residence, or (iv) relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than fifteen days from the date of notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependant of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependant cannot terminate under this military clause. Unless you state otherwise in paragraph 9, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

22. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

23. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

24. **REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE** (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or like emergency). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconstructions. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

25. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. No animal deposit will be required of authorized support animals. We will authorize a support animal for a disabled (handicapped) person. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 30 and the Animal Addendum.

26. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools,

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equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

27. **NOTICES.** Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of Lease Contract termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your apartment may be addressed to "all residents" of your apartment. A notice intended by us for all residents in the apartment community may be addressed to "all residents."

Replacements

28. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not be due*;
- (2) an administrative (paperwork) and/or transfer fee *will be due*, and a rekeying fee *will be due* if rekeying is requested or required; and
- (3) you *will remain liable* for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

29. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 23;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under state statute by following this procedure:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

30. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any term or obligation in this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 18.

Eviction. If you default for non-payment of rent or reasons other than non-payment of rent we may end your right of occupancy by giving you a written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant at least 15 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance

doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. Should you fail to move out upon the termination of you lease, we shall have the right to file action against you seeking immediate recovery of the possession of the Premises and shall be entitled to recover from you during the holdover period an amount of rent equal to two times the amount of the monthly rent stated in this Lease Contract or our actual damages, whichever is greater.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. You agree to pay our reasonable costs and attorney fees if you default on this Lease Contract and we hire a lawyer to enforce this Lease Contract as a result of your default. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

31. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract

binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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Obligation to Vacate. Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity and unenforceability only without invalidating or otherwise affecting the remainder of the Lease Contract. Except specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. Should either party file a lawsuit arising out of this Lease Contract said lawsuit shall be exclusively filed and heard in state court

located in the county where the apartment community is located. This Lease Contract shall be governed by the laws of the state of Missouri.

This Lease Contract binds subsequent owners for the future obligations of said owners but not for past acts or omissions of prior owners, which are hereby released by Resident, unless the prior owners agree otherwise.

32. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All payments due under this Lease Contract that do not have a specific due date are due upon demand by Owner or its authorized agent(s). After the due date, we do not have to accept the rent or any other payments.

33. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

Security Guidelines for Residents

34. SECURITY GUIDELINES. We would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are insecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

35. MOVE-OUT NOTICE. Unless you are moving out on or within 30 days of the Lease Contract term ending date, you must give our representative advance written move-out notice before moving out, as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early except under the provisions herein. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date if it is prior to the Lease Contract term ending date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice.

36. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 10 and 30. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are

supposed to move out. All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

38. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the premises following the termination of the lease.

39. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges and/or damages to the Premises or the apartment community, if applicable, including, but not limited to the following: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in

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company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 and 24; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 29; and (3) a reletting fee if you have violated paragraph 10.

40. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** In accord with Missouri law, within 30 days after the date of termination of tenancy, we shall mail to your last known address: (1) the return of the full amount of the security deposit, or (2) a written itemized statement list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any.

Signatures, Originals and Attachments

41. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty (_____ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: _____)
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum
- Other Bed Bug/per person addend
- Other No Smoking

Name and address of locator service (if applicable)

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

The premises will be deemed abandoned if (1) we reasonably believe that you have vacated the premises and do not intend to return; (2) the rent is due and unpaid for thirty days; and (3) we post written notice on the premises and mail to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment as per Sec. 441.065 RSMo.; and (4) you fail to pay rent or respond in writing to our notice within 10 days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the premises.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove and dispose of any property left in the Premise in compliance with Missouri law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 11).

This Lease Contract contains a waiver of jury trial provision and by executing this Lease Contract you are waiving all rights you maintain to have any dispute arising out of this lease to be heard by a jury.

You are legally bound by this document.
 Please read it carefully.
 Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.
 Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes
835 S. Jefferson Ave.
Springfield, MO 65806
(417) 865-3055

Date form is filled out (same as on top of page 1)
02/01/2014

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1). You will have to vacate your bedroom effective July 31st. Rent must be paid online thru the resident portal or paylease.com fees will be assessed depending on payment method. Key Fob replacement is \$100.00 per occurrence. Mail box or bedroom door key replacement is \$25.00 per occurrence. Renters insurance is required; documentation must be presented before move in. Special rate of \$359.25 Per Bed per month will apply to all beds in A-102 including bedrooms A,B,C,D for a total of \$1437 per month and \$8622 for the lease term.



Additional Special Provisions



DWELLING UNIT DESCRIPTION. Unit No. A-102A-D, 835 S. Jefferson Ave. (street address) in Springfield (city), Missouri, 65806 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: February 1, 2014 Owner's name: Jefferson Avenue Apartments, LLC Residents (list all residents): Mo State Univ Research & Econ Dev.

Utilities will be charged back to your apartment, (disperse equally amongst each bed), if your unit goes over the allotted average cost of that unit. See average cost of unit in the office. Tampering with any fire safety equipment, including disarming a smoke detector will result in a fine of \$100 per occurrence with a lease violation and/or possible eviction proceedings. Smoking fines of \$100.00 per occurrence will be charged for any violation. You will be charged a per bag fee if you are found to leave trash or debris outside of your apartment or you do not dispose of your trash into the receptacle

Lined area for additional provisions or notes.

Resident(s)
(All residents must sign)

Date of Signing Addendum

Signature lines for Resident(s) and Date of Signing Addendum.

Owner or Owner's Representative

Date of Signing Addendum

Signature lines for Owner or Owner's Representative and Date of Signing Addendum.

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Mo State Univ Research & Econ Dev.



Bed Bug Addendum



Date: March 7, 2014 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. A-102A-D, 835 S. Jefferson Ave. Springfield Missouri, 65806

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 1, 2014
Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Mo State Univ Research & Econ Dev.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling.

4. INSPECTION. You agree that you: (Check one)
[] have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
[] will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and:

(Check one)
[] you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
[] you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property,

furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us:
• of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
• of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
• if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

9. RESPONSIBILITIES. If you are the cause of the bed bug infestation or fail to comply with paragraph 6 herein or both, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your Premises for bed bugs and any other dwelling units infested as a result of you or your failure to notify. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

10. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
• Bed frames
• Mattress seams
• Upholstered furniture, especially under cushions and along seams
• Around, behind and under wood furniture, especially along areas where drawers slide
• Curtains and draperies
• Along window and door frames
• Ceiling and wall junctions
• Crown moldings
• Behind and around wall hangings and loose wallpaper
• Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
• Cracks and crevices in walls and floors
• Inside electronic devices, such as smoke and carbon monoxide detectors
• Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
• Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
• Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
• Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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Mo State Univ Research & Econ Dev.



Mold Information and Prevention Addendum



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION. Unit No. A-102A-D, 835 S. Jefferson Ave. (street address) in Springfield (city), Missouri, 65806 (zip code).

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: February 1, 2014. Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Mo State Univ Research & Econ Dev.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.
Promptly notify us in writing about any air conditioning or heating system problems you discover.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you are the cause of the mold, water infiltration, a damp environment, or fail to comply this addendum, including, but not limited to your notice and reporting requirements set forth herein, you may be required to pay all reasonable costs for treating, repairing, and/or replacing, all injury or damages that is a result of you causing said water infiltration, damp environment, or your failure to comply with this addendum, including, but not limited to the notice and reporting requirements set forth herein.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (Signs here)

Date of Lease Contract February 1, 2014



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Jefferson Avenue Apartments, LLC
Resident(s): Mo State Univ Research & Econ Dev.
Unit No./Address: #A-102A-D, 835 S. Jefferson Ave.
Lease Date: 02/01/2014

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.

II. POOL. This Community [] DOES; [X] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
For their safety, Residents should not swim alone.
Pool hours are posted at the pool.
Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
Resident(s) must accompany their guests.
Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community [] DOES; [X] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (2) _____ (3) _____ (4) _____

IV. PACKAGE RELEASE. This Community [X] DOES; [] DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents: Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community [] DOES; [X] DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs, or any other information lost or damaged on Business Center computers or in the Business Center for any reason and Resident hereby fully releases Owner, its officers, its agents, employees, successors or assigns for any and all claims arising from the same. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age of _____ must be accompanied by a Resident who is that child's parent or legal guardian.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
All vehicles must be registered at the Management office.
Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 12 hour notice is placed on the vehicle.

- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 20 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Grills or cooking devices are prohibited on the property. Parking permits are required to park on the property vehicles without parking permits will be towed at owner's expense. You are required to have insurance on your vehicle. No pets are allowed for any length of time on the property, Fees and violations will be assessed. This is a smoke free property. Tampering with any fire safety equipment, including disarming a smoke detector will result in a fine of \$100 per occurrence with a lease violation and/or possible eviction proceedings.

I have read, understand and agree to comply with the preceding provisions.

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Owner Representative _____

Date _____





LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. Dwelling Unit Description. Unit. No. A-102A-D,
835 S. Jefferson Ave. (street address)
in Springfield (city),
Missouri, 65806 (zip code).

2. Lease Contract Description.
Lease Contract date: February 1, 2014
Owner's name: Jefferson Avenue Apartments,
LLC

Residents (list all residents): Mo State Univ
Research & Econ Dev.

3. Acknowledgment Concerning Insurance or Damage Waiver.
You acknowledge that we do not maintain insurance to protect you
against personal injury, loss or damage to your personal property or
belongings, or to cover your own liability for injury, loss or damage
you (or your occupants or guests) may cause others. You also
acknowledge that by not maintaining your own policy of personal
liability insurance, you may be responsible to others (including us)
for the full cost of any injury, loss or damage caused by your actions
or the actions of your occupants or guests. You understand that
paragraph 8 of the Lease Contract requires you to maintain a liability
insurance policy, which provides limits of liability to third parties in
an amount not less than \$ 100000.00 per occurrence. You
understand and agree to maintain at all times during the Term of the
Lease Contract and any renewal periods a policy of personal liability
insurance satisfying the requirements listed below, at your sole
expense.

4. Required Policy. You are required to purchase and maintain
personal liability insurance covering you, your occupants and guests,
for personal injury and property damage any of you cause to third
parties (including damage to our property), in a minimum policy
coverage amount of \$ 100000.00, from a carrier with an
AM Best rating of A-VII or better, licensed to do business in
Missouri. The carrier is required to provide notice to us within 30
days of any cancellation, non-renewal, or material change in your
coverage. We retain the right to hold you responsible for any loss in
excess of your insurance coverage.

5. We may provide you with information of an insurance program
that we make available to residents, which provides you with an
opportunity to buy renter's insurance from a preferred
company. However, you are free to contract for the required
insurance with a provider of your choosing.

6. Subrogation Allowed. You and we agree that subrogation is allowed
by all parties and that this agreement supersedes any language to the
contrary in the Lease Contract.

7. Your Insurance Coverage. You have purchased the required
personal liability insurance from the insurance company of your
choosing listed below that is licensed to do business in this state, and
have provided us with written proof of this insurance prior to the
execution and commencement of the Lease Contract. You will
provide additional proof of insurance in the future at our request.

Insurance Company:

8. Default. Any default under the terms of this Addendum shall be
deemed an immediate, material and incurable default under the terms
of the Lease Contract, and we shall be entitled to exercise all rights
and remedies under the law.

9. Miscellaneous. Except as specifically stated in this Addendum, all
other terms and conditions of the Lease Contract shall remain
unchanged. In the event of any conflict between the terms of this
Addendum and the terms of the Lease Contract, the terms of this
Addendum shall control.

10. Special Provisions: Lessee acknowledges and
agrees by signing below that a Lease
Violation Fee of \$25 per month will be
charged for any month Lessee allows the
coverage to lapse or expire. IT IS NOT
REFUNDABLE. Lessee agrees to pay Lessor
this amount in addition to all other
obligations in the Lease Agreement. Lessee
also agrees that the cost of this Lease
Violation Fee will be considered
additional rent for purposes of the Lease
Agreement. You are required to include us
in the insurance certificate as
"Additional Interested Party" or
"Additional Certificate Holder." Under no
circumstances should the community be
listed as "Additional Insured."

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

Date of Lease Contract

February 1, 2014

Mo State Univ Research & Econ Dev.



LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. Dwelling Unit Description. Unit. No. A-102A-D, 835 S. Jefferson Ave. in Springfield Missouri, 65806

2. Lease Contract Description. Lease Contract date: February 1, 2014 Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Mo State Univ Research & Econ Dev.

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

3. Remote control/cards/code for gate access. Remote control for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency.

Cards for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ 100.00 non-refundable fee.

Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. Damaged, lost or unreturned remote controls, cards or code changes. If a remote control is lost, stolen or damaged, a \$ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.

If a card is lost, stolen or damaged, a \$ 100.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

5. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. Follow written instructions. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. Personal injury and/or personal property damage. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. Rules in using vehicle gates.

- Always approach entry and exit gates with caution and at a very slow rate of speed. Never stop your car where the gate can hit your vehicle as the gate opens or closes. Never follow another vehicle into an open gate. Always use your card to gain entry. Report to management the vehicle license plate number of any vehicle that piggybacks through the gate. Never force the gate open with your car. Never get out of your vehicle while the gates are opening or closing. If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage. Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes. If you lose your card, please contact the management office immediately. Do not give your card or code to anyone else. Do not tamper with gate or allow your occupants to tamper or play with gates.

9. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [signs here]

Date of Lease Contract

February 1, 2014



NO-SMOKING ADDENDUM

Date: March 7, 2014 (when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Apt. No. A-102A-D, 835 S. Jefferson Ave. (street address) in Springfield (city), Missouri, 65806 (zip code).

2. Lease Contract Description
Lease Contract date: February 1, 2014
Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Mo State Univ Research & Econ Dev.

3. Smoking Anywhere Inside Buildings of the Dwelling Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling community is strictly prohibited.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the dwelling community.

Smoking Outside Buildings of the Dwelling Community. Smoking is permitted only in specially designated areas outside the buildings of the dwelling community.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the community may be used for smoking: Smoking fines of \$100.00 per occurrence will be charged for any violation. Possible eviction could be filed.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the dwelling community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum.

dwelling or building is in excess of normal wear and tear in our smoke free dwelling community.

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling.

- Neither you nor anyone who will be living in the dwelling is a smoker.
Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[Sign here]

03072014044311mo12010652



Lease Contract Addendum for Per-Person Rental of Dwelling

(This addendum is not intended for use after the original Lease Contract term has expired.)



1. ADDENDUM. This is an Addendum to the NAA Lease Contract between you and us on the dwelling described below:

Resident (you) Mo State Univ Research & Econ D
Owner (us) Jefferson Avenue Apartments, LLC

Dwelling (Unit # or type if # is not yet known A-102A-D)
at 835 S. Jefferson Ave. (street address)
in Springfield (city),
Missouri, 65806 (zip code).

Date of Lease Contract February 1, 2014
Beginning date of lease term 02/01/2014
Ending date of lease term 07/31/2014

2. PURPOSE OF ADDENDUM. The purpose of this addendum is to modify the NAA Lease Contract so that the resident named above may occupy the dwelling with other co-residents without being jointly liable for rent and various other obligations owed by the other co-residents.

3. EXCLUSIVE-USE AREAS AND JOINT-USE AREAS. We [] may or [X] may not (check one) assign another person to share a bedroom with you. If the dwelling has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. You will share use and occupancy of the dwelling's common living areas with up to 3 other persons who lease from us and share the common living areas of your dwelling.

4. SECURITY DEPOSIT. The security deposit amount stated in the Lease Contract is your security deposit and is not the total security deposit of all co-residents.

5. KEYS. Upon written request by you, we will at your expense: (1) rekey the lock(s) on the exterior doors of the dwelling and provide a key to all other co-residents in the dwelling, and (2) rekey the lock on your bedroom door(s) and provide a key to you and any other person assigned to your bedroom.

6. RENT. You will be liable for your monthly rent as stated in the Lease Contract. The rent amount stated in the Lease Contract is rent owed by you and is not the total rent owed by all co-residents.

7. UTILITIES. We will arrange for activation of utilities and services as provided in the Lease Contract to the dwelling for the benefit of all persons residing in the dwelling. Your per-person share of any submetered or allocated utilities for the dwelling will be included as an itemized charge on a monthly billing to you. "Per person" is determined by the number of persons authorized under the Lease Contract to be living in the dwelling at the time of the utility billing to you by us or our agent.

8. SECURITY DEVICES. Upon written request by you, we will install at your expense a keyed deadbolt on the door(s) that provide access into your bedroom. A bedroom door opening into the interior of the dwelling is not an exterior door for purposes of the security device statute.

9. RELETING CHARGE. Any reletting charge that might become due under the Lease Contract will be based on your rent amount and not the total rent of all persons residing in the dwelling.

10. REIMBURSEMENT FOR DAMAGES; VIOLATIONS; PER-PERSON LIABILITY. You are not liable for another co-resident's rent or for animal violation charges, late fees, returned-check charges, missing smoke detector batteries, government fines or damages which are due, in our reasonable judgment, solely because of the fault of

another co-resident(s) judgment, solely because of the fault of another co-resident(s) or his invitees or family. You are 100 percent liable for animal violation charges, late fees, returned check charges, missing smoke detector batteries, government fines and damages to the dwelling or common areas caused only by you or your invitees or family. You are liable for your per-person share for animal violation charges, late fees, returned check charges, missing smoke detector batteries, and damages to the dwelling if we cannot, in our reasonable judgment, ascertain the identity of who was at fault. "Per person" is determined by the number of persons authorized under the Lease Contract to be living in the dwelling at the time of the damage, charge, fine or violation.

11. REQUESTS AND NOTICES. A notice of your intent to move out must be signed by you, personally. A request by anyone residing in your dwelling for maintenance or repair constitutes a request from all co-residents.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your dwelling may be addressed to "all residents" of your dwelling. A notice intended by us for all residents in a multi-unit community, may be addressed to "all residents."

12. DEFAULT. The resident defaults contained in the Lease Contract will be limited to conduct by you or your invitees or family or to conduct in which you or they participated. The remedies for a default committed solely by another co-resident in the dwelling will be limited to those that affect that co-resident only.

13. REFUNDS. Refunds will be paid to you only and not by joint check to you and others. The time period for refund begins when you move out.

14. RELOCATION. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular dwelling. If we receive a joint request from you and another resident in your unit to exchange bedrooms within 10 days after your initial occupancy and you comply with our procedures and required documentation, you may change bedrooms with another resident in your dwelling without being subject to a transfer fee. If you later request transfer to another bedroom in your dwelling, you must make the required documentation and pay a transfer fee of \$ 150.00. Transfer at your request to a dwelling other than the one you initially occupied may be made only with our prior written approval and for a similar fee. For purposes of operating efficiently and harmoniously, we reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the dwelling or to another dwelling within the apartment community. We will assist you in moving your personal property and pay for rekeying if we require transfer.

15. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

The lease permits you and only you to live in your bedroom and to use the common area of the apartment. You may occupy your bedroom as your private residence and for no other purpose. We are not responsible for finding a person to whom you can assign the remainder of your lease contract if you cannot fulfill yours; however you are still liable.

Signatures

Date of Signing Addendum

Owner or owner's representative

Date

Resident

Date

Mo State Univ Research & Econ Dev.

03072014044312mo12010652



III.B.1.a.

RECOMMENDED ACTION – Approval of the renewal of employment of Dr. Drew Bennett as Chancellor of the West Plains Campus; Dr. Frank Einhellig as Provost of Missouri State University and Chancellor of the Mountain Grove Campus; and Kyle Moats as Missouri State University Athletics Director.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the University wishes to renew the employment of Dr. Drew Bennett as Chancellor of the West Plains campus of Missouri State University; and

WHEREAS, the terms of such renewal of employment have been agreed upon, as set forth in the Appointment Letter dated February 24, 2014, copy attached and incorporated herein by reference;

WHEREAS, the University wishes to renew the employment of Dr. Frank Einhellig as Provost of Missouri State University and Chancellor of the Mountain Grove campus; and

WHEREAS, the terms of such renewal of employment have been agreed upon, as set forth in the Appointment Letter dated February 18, 2014, copy attached and incorporated herein by reference;

WHEREAS, the University desires to renew the employment of Kyle Moats as Missouri State University Athletics Director; and

WHEREAS, the terms of such renewal of employment have been agreed upon, as set forth in the Appointment Letter dated February 25, 2014, copy attached and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University, the Board approves the renewal of employment of Dr. Drew Bennett, Dr. Frank Einhellig, and Kyle Moats consistent with the terms of the attached appointment letters effective July 1, 2014.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

See attached Appointment Letters for Drew Bennett, Frank Einhellig, and Kyle Moats.



Missouri State

U N I V E R S I T Y

February 24, 2014

Dr. Drew Bennett
Chancellor
Missouri State University-West Plains
128 Garfield
West Plains, MO 65775

Dear Drew:

I am writing to offer to renew your position of Chancellor of the Missouri State University-West Plains campus. This offer reflects both the broad-based opinion of the campus that you have performed well as Chancellor at West Plains, as well as my personal enthusiasm about the prospects of continuing to work with you in the leadership of the institution. This letter will summarize and commemorate the terms and conditions of the appointment, which is subject to formal approval of the University's Board of Governors.

Your 2014-2015 salary will be \$158,401 annually, which includes a 1.5% cost of living adjustment and is based on the assumption that you will continue to decline the University's health care coverage.

In addition to your base compensation above, you will receive the following during your appointment as Chancellor:

- The opportunity to live in the Chancellor's residence with housekeeping, mechanical and grounds maintenance services provided;
- Access to the West Plains Country Club membership, including golf privileges, which you can use professionally as well as personally if you desire, with private use being subject to applicable income tax rules;
- Complimentary tickets to all West Plains Campus events;
- Use of the West Plains "unrestricted" fund (R5401) within the MSU Foundation, which, at your discretion can be used for various entertainment expenses and a \$10,000 annual expense account to be used for entertaining and hosting at University events;
- Use of Taylor Health Clinic including biometrics testing.

OFFICE OF THE PRESIDENT

901 South National Avenue • Springfield, Missouri 65897 • 417-836-8500 • Fax 417-836-7669

Dr. Drew Bennett
Page 2
February 18, 2014

This appointment will be through the academic year ending June 30, 2018. You will receive a \$40,000 retention bonus if you serve as Chancellor through June 30, 2018. You may leave this position earlier by providing 60 days' written notice to me; however, the retention bonus will be forfeited. Likewise, I may reassign you to other duties on 60 days written notice; however, in that situation the retention bonus would not be forfeited if you remained an employee of the University through June 30, 2018.

You will be entitled to benefits and subject to policies applicable to University administrators as set forth in the Employee Handbook, as this document may be revised from time to time. Included in these benefits are 1) MOSERS retirement in the current amount of approximately 16.97%, which will be adjusted annually by MOSERS policy; 2) twenty days of annual vacation leave; and 3) other benefits included by the University for its employees.

In summary, I speak for the University when I say how much we look forward to your continued work with the Missouri State University team. In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to March 30, 2014.

Yours very truly,



Clifton M. Smart III
President

keg
cc: Beverly Miller
Chair, Board of Governors

I wish to be recommended for reappointment as
Chancellor of Missouri State University-West
Plains on the terms as set forth in this letter.



3/24/14
Date

Drew A. Bennett



Missouri State

U N I V E R S I T Y

February 18, 2014

Frank Einhellig, Ph.D.
Missouri State University
901 S. National Avenue
Springfield, MO 65897

RE: Provost Position

Dear Frank:

I am writing to offer to renew your position of Provost of Missouri State University and Chancellor of the Mountain Grove Campus. This offer reflects both the broad-based opinion of the campus that you have performed well in this position at the University, as well as my personal enthusiasm about the prospects of continuing to work with you in the leadership of the institution. This letter will summarize and commemorate the terms and conditions of the appointment, which is subject to formal approval of the University's Board of Governors.

This appointment will begin July 1, 2014. The term will be for twenty four months, but may be terminated by either party for any reason on 30 days written notice. Your salary on July 1 will be \$217,413, which includes a 1.5% cost of living adjustment. Your salary will be subject to annual increases at a level consistent with the overall faculty raise pool budgeted for each year.

Professional development, entertainment expenses, and travel expenses are budgeted in your office, and are available to you consistent with University policy to conduct University business. Tickets for University events and venues will be made available to you for entertainment and hosting including JQH Arena, Hammons Student Center, Plaster Sports Complex, Coger Theatre, Tent Theatre, and Juanita K. Hammons Hall for the Performing Arts.

Should you step down from this administrative position, to another administrative position, your salary shall be \$130,000. Should you return to faculty, your salary will be \$95,000.

You will be entitled to benefits and subject to policies applicable to University administrators as set forth in the *Employee Handbook*, and with regard to your role as a faculty member as set forth in the *Faculty Handbook*, as those documents may be revised from time to time. Included in these benefits are 1) retirement benefits; 2) twenty days of annual vacation leave; 3) medical and dental benefits under the University's health care plan; and 4) other benefits included by the University for its employees.

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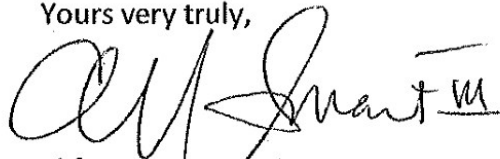
Frank Einhellig, Ph.D.

Page 2

February 18, 2014

In summary, I speak to the University when I say how much we look forward to continuing to work with you in this critical position, and I look forward to accomplishing many goals of the University in partnership with you. In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to March 30, 2014.

Yours very truly,



Clifton M. Smart III
President

kg

cc: Beverly Miller
Chair, Board of Governors

I wish to be recommended for reappointment as Provost of Missouri State University and Chancellor of the Mountain Grove campus on the terms as set forth in this letter.

Frank Einhellig 2/25/14
Name Date



Missouri State
UNIVERSITY

February 25, 2014

Mr. Kyle Moats
Missouri State University
901 S. National Avenue
Springfield, MO 65897

RE: Director of Athletics Position

Dear Kyle:

I am writing to offer to renew your position of Director of Athletics of Missouri State University. This letter will summarize and commemorate the terms and conditions of the reappointment, which is subject to formal approval of the University's Board of Governors.

This full-time reappointment will begin July 1, 2014 and will be indefinite, but may be terminated by either party for any reason on 30 days written notice. Your base salary will be \$160,302 per year.

You will receive the benefits and be subject to the policies applicable to University administrators as set forth in the *Employee Handbook*. Included in these benefits are 1) MOSERS retirement in the current amount of approximately 16.97%, which will be adjusted annually by MOSERS policy; 2) twenty days of annual vacation leave; 3) medical and dental benefits under the University's health care plan; and 4) other benefits included by the University for its employees. Other compensation incentives relating to achievement, club membership, and expense allowance are attached and incorporated herein by reference.

In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to March 30, 2014.

Yours very truly,

Clifton M. Smart III
President

keg
cc: Beverly Miller
Chair, Board of Governors

I wish to be recommended for reappointment as Director of Athletics of Missouri State University on the terms as set forth in this letter.

Name

3-19-14
Date

OFFICE OF THE PRESIDENT

901 South National Avenue • Springfield, Missouri 65897 • 417-836-8500 • Fax 417-836-7669

Attachment 1

Mr. Moats shall be entitled to receive certain payments (before taxes) if University teams perform to certain levels of achievement.

1. Student Academic Achievement

Mr. Moats shall be paid the amount of Two Thousand Five Hundred Dollars (\$2,500) should all University teams' NCAA calculated Academic Progress Rate (APR) meet or exceed the NCAA APR Cut Score.

2. Conference Placements

In the event the men's or women's basketball team, the football teams, or the volleyball team finishes as champions or co-champions in the Missouri Valley Conference, an additional Two Thousand Dollars (\$2,000) will be paid to Mr. Moats for each championship. In the event any other team finishes as champions or co-champions in the conference in which it participates, Mr. Moats will be paid One Thousand Dollars (\$1,000) for each championship.

3. NCAA Men's or Women's Basketball Tournament

In the event the Men's or Women's basketball team is invited to appear in the NCAA post-season tournament, Mr. Moats will be paid an additional Two Thousand Dollars (\$2,000).

4. Attendance

Mr. Moats shall be paid the following amounts based on average actual attendance as set forth in the office computer system, as indicated below:

- One Thousand Dollars (\$1,000) if the average actual attendance is 8,000 for the men's basketball season;
- One Thousand Dollars (\$1,000) if the average actual attendance is 5,000 for the women's basketball season; and
- One Thousand Dollars (\$1,000) if the average actual attendance is 12,000 for the football season.

5. Club Membership

The University will pay periodic dues for Mr. Moats and his family which shall entitle them to a membership at Highland Springs Country Club.

III.B.1.b.

RECOMMENDED ACTION –Approval of First Addendum to Employment Contract for Head Men’s Basketball Coach Paul Lusk and approval of First Addendum to Employment Contract for Head Women’s Basketball Coach Kellie Harper.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the University desires to extend its employment relationship with Paul Lusk as its Head Men’s Basketball Coach;

WHEREAS, the University and Coach Lusk have agreed to a First Addendum to Employment Contract and the terms are set forth, attached, and incorporated herein by reference;

WHEREAS, the University desires to extend its employment relationship Kellie Harper as its Head Women’s Basketball Coach; and

WHEREAS, the University and Coach Harper have agreed to a First Addendum to Employment Contract and the terms are set forth, attached, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves the First Addendum to Employment Contract for Head Men’s Basketball Coach Paul Lusk, under the terms set forth herein and attached as Exhibit A; and the Board of Governors of Missouri State University hereby approves the First Addendum to Employment Contract for Head Women’s Basketball Coach Kellie Harper, under the terms set forth herein and attached as Exhibit B.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

Comments: The major provisions of the addendums are as follows:

Exhibit A – Paul Lusk:

- Five (5) year contract in effect April 1, 2014 – March 31, 2019;
- Base salary - \$305,333;
- Additional compensation through Foundation - \$91,120;
- Additional incentive payments as specified in Sections 5 and 6 of original Employment Agreement dated ;
- University Cancellation Payment - \$371,453 x number of years remaining in contract; and
- Coach Buy-out Clause - \$350,000 decreasing by \$70,000 each year.

Exhibit B – Kellie Harper:

-
- Five (5) year contract in effect April 15, 2014 – April 14, 2019; and

• Base salary - \$160,000

FIRST ADDENDUM TO EMPLOYMENT CONTRACT

This First Addendum to Employment Contract is effective on the 1st day of April, 2014, between the parties identified herein, on the following terms and conditions:

WHEREAS, The Board of Governors of Missouri State University (the "University") and Coach Paul Lusk ("Mr. Lusk") executed an Employment Contract originally effective April 1, 2011; and

WHEREAS, the University and Mr. Lusk have determined that it is in their mutual best interests to modify said Employment Contract as described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the University and Mr. Lusk agree to amend the above-referenced Employment Contract as follows:

Paragraph 1 "Term of Employment" is revised to read as follows:

The University does hereby employ Mr. Lusk for a term from April 1, 2014 through March 31, 2019 as its Head Men's Basketball Coach, subject to renewal, cancellation or termination, on the terms and conditions hereinafter provided. If the University's Men's Basketball team competes in the NCAA men's basketball tournament during the term of this Employment Agreement, Mr. Lusk will have the option to extend this Employment Agreement (on the terms and conditions then in effect) for a term of five years from May 1 of the year of such tournament. To exercise such option, Mr. Lusk must notify the University that he is exercising his option on or before May 1 of such year.

Paragraph 3 "Compensation" is revised to read as follows:

The University shall pay Mr. Lusk the following compensation:

- a. \$305,333 on an annual basis (\$25,444.41 per month before taxes) from April 1, 2014 through March 30, 2015 (the "Base Period"). This amount includes a cell phone allowance; and
- b. For each subsequent year of the Employment Contract (after the Base Period), Mr. Lusk shall receive a salary of at least \$305,333 per year which shall be subject to annual merit-based increases; and
- c. \$91,120 on an annual basis (\$7,593.33 per month before taxes) in exchange for Mr. Lusk's agreement to promote the University and make best efforts to raise private support for the Athletics Department of the University by making appearances before and presentations to the general public, alumni groups, booster groups and organizations, civic organizations, school districts and professional organizations ("Promotional Compensation"); and
- d. Mr. Lusk shall be eligible for additional incentive payments as specified in Sections 5 and 6.

Paragraph 9 "Cancellation", subpart a, is revised to read as follows:

Mr. Lusk may cancel the Employment Contract if he gives notice of cancellation to the Director of Athletics and pays the University \$350,000 as liquidated damages within 30 days of giving notice that he is leaving his employment at the University, if the notice is given before April 1, 2015. This liquidated damages sum will decrease by \$70,000 every April 1 thereafter during the term of the Employment Contract. For example, for notice given in February 2016, the liquidated damages for cancellation shall be \$280,000. Notwithstanding any language to the contrary, Mr. Lusk may cancel the Employment Contract without penalty if he leaves collegiate coaching for a minimum of one year as a head men's basketball coach at an NCAA Division I institution.

Paragraph 9 "Cancellation", subpart b, is revised to read as follows:

Notwithstanding any provision of the Employment Contract to the contrary, University may also elect to cancel the Employment Contract in any year by notification to Mr. Lusk in writing, on or before April 1. It is understood that cancellation does not require just cause or any cause. In the event of cancellation by the University, Mr. Lusk shall receive payment of \$371,453 times the number of years remaining on the contract. For example, for notice given in February 2015, the payment shall be \$1,485,812 (\$371,453 x 4). Said liquidated sum will be paid within 30 days following the effective date of cancellation and will be in full and complete satisfaction of all amounts which would be otherwise payable to Mr. Lusk after the cancellation date. MOSERS retirement will not be paid on the liquidated sum. Social security (FICA, Medicare tax) only will be paid on said liquidated sum, and standard payroll deductions for social security and income tax will be withheld. Mr. Lusk will also be paid on or before the effective date of cancellation amounts actually earned by Mr. Lusk on or before such date.

All other terms and conditions of the Employment Contract as amended are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed and agreed to the terms of this First Addendum to Employment Contract intending to be legally bound hereby.

THE BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY

 04/04/14

Paul Lusk
Head Men's Basketball Coach

Date

Beverly Miller
Chair, Board of Governors

Date

FIRST ADDENDUM TO EMPLOYMENT CONTRACT

This First Addendum to Employment Contract is effective on the 15th day of April, 2014, between the parties identified herein, on the following terms and conditions:

WHEREAS, The Board of Governors of Missouri State University (the "University") and Coach Kellie Harper ("Coach") executed an Employment Contract originally effective April 15, 2013; and

WHEREAS, the University and Coach have determined that it is in their mutual best interests to modify said Employment Contract as described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the University and Coach agree to amend the above-referenced Employment Contract as follows:

- 1. Paragraph 1 "Term of Employment" is revised to read as follows:

The University does hereby employ Coach for a term from April 15, 2014 through April 14, 2019 as its Head Women's Basketball Coach, subject to renewal, cancellation or termination, on the terms and conditions hereinafter provided.

- 2. Paragraph 3 "Compensation", subpart a, is revised to read as follows:

\$160,000 on an annual basis (\$13,333.33 per month, base monthly rate, before withholdings) from April 15, 2014 through April 14, 2015 (the "Base Period"); and

- 3. All other terms and conditions of the Employment Contract as amended are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed and agreed to the terms of this First Addendum to Employment Contract intending to be legally bound hereby.

THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

Kellie Harper 4/4/14
Kellie Harper Date
Head Women's Basketball Coach

Beverly Miller Date
Chair, Board of Governors

III.B.1.c.

RECOMMENDED ACTION – Approval of terms of employment of Women’s Basketball Assistant Coaches Jackie Stiles, Jon Harper, and Jennifer Sullivan; and Women’s Basketball Operations Assistant Scott P. Moore.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the University desires to continue to employ Jackie Stiles, Jon Harper, and Jennifer Sullivan as Assistant Coaches for Women’s Basketball and Scott P. Moore as Operations Assistant for Women’s Basketball, and said individuals desire to continue their employment with University on terms and conditions consistent with the attached documents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves the attached Athletics Employment Agreements for Coach Jackie Stiles, Coach Jon Harper, Coach Jennifer Sullivan, and Operations Assistant Scott P. Moore, and authorizes the President of the University to execute the Agreements on behalf of the Board of Governors.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

Comments:

- 1) Coach Jackie Stiles was given a \$5,000 raise from an allotment of monies provided to Coach Kellie Harper for her Assistant Coaches, which is reflected in the attached Athletics Employment Agreement – Assistant Coach. We are also making the term of the contract from May 1, 2014 to June 30, 2015 in order to put it on the same cycle as the other renewals of coach contracts;
- 2) Coach Jon Harper was given a \$5,000 raise from an allotment of monies provided to Coach Kellie Harper for her Assistant Coaches, which is reflected in the attached Athletics Employment Agreement – Assistant Coach. We are also making the term of the contract from May 1, 2014 to June 30, 2015 in order to put it on the same cycle as the other renewals of coach contracts; and
- 3) Coach Jennifer Sullivan was given a \$10,000 raise from an allotment of monies provided to Coach Kellie Harper for her Assistant Coaches, which is reflected in the attached Athletics Employment Agreement – Assistant Coach. We are also making the term of the contract from May 1, 2014 to June 30, 2015 in order to put it on the same cycle as the other renewals of coach contracts.



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach (2/28/2013), which is incorporated herein by this reference.

Name of Coach: Jackie Stiles

Position: Assistant Coach

Sport: Women’s Basketball

Term: May 1, 2014 to June 30, 2015

Compensation: Base salary: \$76,216.00 annually
Promotional Compensation: \$20,000.00 annually funded by the Missouri State University Foundation in exchange for Ms. Stile’s agreement to perform additional duties to promote the University and make best efforts to raise private support for the Athletics Department of the University by making appearances before, and presentations to, the general public, alumni groups, booster groups and organizations, civic organizations, school districts and professional organizations for a reasonable number of dates and at mutually agreed upon times and dates (“Promotional Compensation”).

Achievement Payments:
\$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
\$2,000 - MVC Conference Tournament Championship; and
\$750 - Per game appearance in the Post-Season WNIT; and
\$1,500 - Per game appearance in the NCAA Tournament ; or
\$2,500 - Sweet 16 NCAA Appearance; or
\$5,000 - Final Four NCAA Appearance.

Other Benefits and Incentives: Use of one (1) automobile.

Camps and other outside remuneration: Ms. Stiles shall be permitted to conduct basketball camps or clinics with the Head Women’s Basketball Coach’s approval. To the extent the Terms and Conditions are inconsistent with this provision, this provision shall control. In addition, Ms. Stiles may be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third-party opportunities so long as such activities are not inconsistent with this Agreement, the University’s conflict of interest policy, or NCAA regulations, and with the prior written approval of the Head Women’s Basketball Coach and the Director of Athletics, such approval not to be unreasonably withheld.

ASSISTANT COACH

BOARD OF GOVERNORS

MISSOURI STATE UNIVERSITY

Jackie Stiles

Clifton M. Smart III
President

Date

Date

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT/ASSOCIATE COACH (2/28/2013)

Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach’s salary or perform any other obligations under this Agreement, if:

- a. The University’s employment of the current head coach of the sport identified in this Agreement (“Sport”) ends for any reason; or
- b. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- c. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

Duties. Coach’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach’s duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics, the Associate Director of Athletics, and the head coach for the Sport direct.

Camps and Clinics. *This section applies only if this Agreement states that Coach may participate in camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may participate in camps and clinics associated with the Sport for Coach’s own benefit, provided that such camps and clinics are owned and operated by other University employees. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not operate such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for participating in such camps and clinics (compensation is the responsibility of the owner/operator of the camp or clinic). Coach’s duties for the University do not include service or participation in camps or clinics, but the University hereby authorizes Coach to participate in camps or clinics for Coach’s own benefit as an additional benefit and incentive. Unless this Agreement expressly states to the contrary, Coach is not authorized to use the University’s name, logo, likeness, or property to operate or conduct his or her own camp or clinic.

Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

Employee Handbook and University Policies. Coach’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach’s employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.
- e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
 - Income from annuities;
 - Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - Country club memberships;
 - Complimentary ticket sales;
 - Television and radio programs; and
 - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.
- g. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant/Associate Coach, which is incorporated herein by this reference.

Name of Coach: Jon Harper
Position: Assistant Coach
Sport: Women’s Basketball
Term: May 1, 2014 – June 30, 2015
Compensation: \$75,000

Achievement Payments:

\$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
\$2,000 - MVC Conference Tournament Championship; and
\$750 - Per game appearance in the Post-Season WNIT; and
\$1,500 - Per game appearance in the NCAA Tournament; or
\$2,500 - Sweet 16 NCAA Appearance; or
\$5,000 - Final Four NCAA Appearance.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Use of one (1) automobile.

ASSISTANT COACH

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Jon Harper

Clifton M. Smart III
President

Date

Date

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT/ASSOCIATE COACH (2/28/2013)

Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach’s salary or perform any other obligations under this Agreement, if:

- d. The University’s employment of the current head coach of the sport identified in this Agreement (“Sport”) ends for any reason; or
- e. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- f. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

Duties. Coach’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach’s duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics, the Associate Director of Athletics, and the head coach for the Sport direct.

Camps and Clinics. *This section applies only if this Agreement states that Coach may participate in camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may participate in camps and clinics associated with the Sport for Coach’s own benefit, provided that such camps and clinics are owned and operated by other University employees. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not operate such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for participating in such camps and clinics (compensation is the responsibility of the owner/operator of the camp or clinic). Coach’s duties for the University do not include service or participation in camps or clinics, but the University hereby authorizes Coach to participate in camps or clinics for Coach’s own benefit as an additional benefit and incentive. Unless this Agreement expressly states to the contrary, Coach is not authorized to use the University’s name, logo, likeness, or property to operate or conduct his or her own camp or clinic.

Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

Employee Handbook and University Policies. Coach’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach’s

employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

h. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

i. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.

j. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.

k. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.

l. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

m. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

n. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.



ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant/Associate Coach, which is incorporated herein by this reference.

Name of Coach: Jennifer Sullivan

Position: Assistant Coach

Sport: Women’s Basketball

Term: May 1, 2014 - June 30, 2015

Compensation: \$81,000

Achievement Payments:

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; and
- \$1,500 - Per game appearance in the NCAA Tournament; or
- \$2,500 - Sweet 16 NCAA Appearance; or
- \$5,000 - Final Four NCAA Appearance.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Use of one (1) automobile.

ASSISTANT COACH

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Jennifer Sullivan

Clifton M. Smart III
President

Date

Date

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT/ASSOCIATE COACH (2/28/2013)

Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach’s salary or perform any other obligations under this Agreement, if:

- g. The University’s employment of the current head coach of the sport identified in this Agreement (“Sport”) ends for any reason; or
- h. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- i. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

Duties. Coach’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach’s duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics, the Associate Director of Athletics, and the head coach for the Sport direct.

Camps and Clinics. *This section applies only if this Agreement states that Coach may participate in camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may participate in camps and clinics associated with the Sport for Coach’s own benefit, provided that such camps and clinics are owned and operated by other University employees. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not operate such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for participating in such camps and clinics (compensation is the responsibility of the owner/operator of the camp or clinic). Coach’s duties for the University do not include service or participation in camps or clinics, but the University hereby authorizes Coach to participate in camps or clinics for Coach’s own benefit as an additional benefit and incentive. Unless this Agreement expressly states to the contrary, Coach is not authorized to use the University’s name, logo, likeness, or property to operate or conduct his or her own camp or clinic.

Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

Employee Handbook and University Policies. Coach’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach’s

employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

o. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

p. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.

q. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.

r. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.

s. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

t. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

u. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – OPERATIONS ASSISTANT, WOMEN’S BASKETBALL

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Operations Assistant, Women’s Basketball (5/1/13), which is incorporated herein by this reference.

Name of Coach: Scott P. Moore
Position: Operations Assistant
Sport: Women’s Basketball
Term: May 1, 2014 - June 30, 2015
Compensation: \$31,738

Achievement Payments:

\$1,250 - Missouri Valley Conference (MVC) Regular Season Championship or \$350 MVC Conference Co-Championship; and
\$700 - MVC Conference Tournament Championship; and
\$1,250 - Per game appearance in the NCAA Tournament ; or
\$1,250 - Sweet 16 NCAA Appearance; or
\$2,500 - Final Four NCAA Appearance.

Other Benefits and Incentives:

ASSISTANT COACH

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Scott P. Moore

Clifton M. Smart III
President

Date

Date

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT/ASSOCIATE COACH (2/28/2013)

Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach’s salary or perform any other obligations under this Agreement, if:

- j. The University’s employment of the current head coach of the sport identified in this Agreement (“Sport”) ends for any reason; or
- k. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- l. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

Duties. Coach’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach’s duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics, the Associate Director of Athletics, and the head coach for the Sport direct.

Camps and Clinics. *This section applies only if this Agreement states that Coach may participate in camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may participate in camps and clinics associated with the Sport for Coach’s own benefit, provided that such camps and clinics are owned and operated by other University employees. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not operate such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for participating in such camps and clinics (compensation is the responsibility of the owner/operator of the camp or clinic). Coach’s duties for the University do not include service or participation in camps or clinics, but the University hereby authorizes Coach to participate in camps or clinics for Coach’s own benefit as an additional benefit and incentive. Unless this Agreement expressly states to the contrary, Coach is not authorized to use the University’s name, logo, likeness, or property to operate or conduct his or her own camp or clinic.

Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

Employee Handbook and University Policies. Coach’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach’s

employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

v. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

w. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.

x. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.

y. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.

z. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

aa. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

bb. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.

III.B.1.d.

RECOMMENDED ACTION – Approval of employment contract for Mallory Weber as Head Coach for Women’s Tennis

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the University desires to employ Mallory Weber as Missouri State University’s Head Coach for Women’s Tennis, and Ms. Weber desires to accept such employment; and

WHEREAS, an Athletics Employment Agreement – Head Coach for Mallory Weber is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Mallory Weber has read and agreed to the Athletics Employment Agreement Terms and Conditions – Head Coach (3/18/2013) which is attached hereto and incorporated by reference as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves the attached Employment Agreement and authorizes the President of the University to execute the Agreement on behalf of the Board of Governors.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENT: Attached is the Athletics Employment Agreement – Head Coach for Mallory Weber. To put Coach Weber’s contract on the same timeline as other similar contracts, her initial contract is set to expire on June 30, 2014 and will be up for renewal at the same time as the majority of the University’s other coaching contracts.



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied); and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Mallory Weber

Position: Head Coach

Sport: Women’s Tennis

Term: April 1, 2014-June 30, 2014

Compensation: \$2,916.66 monthly through June 30, 2014 (prorated annual salary). Thereafter, \$35,000 annually

Achievement Payments:

- \$1,400 for each team conference championship in women’s tennis; and
- \$700 for each team conference co-championship in women’s tennis; and
- \$1,400 for each individual or doubles conference championship in women’s tennis; and
- \$700 for each individual or doubles conference co-championship in women’s tennis; and
- \$700 for each individual, doubles, or team that competes in the NCAA women’s tennis championship tournament; and
- \$500 for the women’s tennis team meeting or exceeding the current NCAA-calculated APR score

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

Moving Expenses: The University agrees to reimburse Ms. Weber for lease termination expenses not to exceed \$2,130 and pay Ms. Weber for any documented expenses associated with relocation of her household items to Springfield, Missouri.

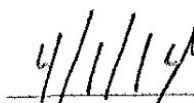
COACH

MISSOURI STATE UNIVERSITY



Mallory Weber

Clifton M. Smart III
President



Date

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – HEAD COACH

1. Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement ("Term"). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties' relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach's salary or perform any other obligations under this Agreement, if:

- a. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach's employment with the University shall be "at will" such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

2. Duties. Coach's duties are set forth in the job description (as maintained by the University's Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach's duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics and the Associate Director of Athletics direct.

3. Camps and Clinics. This section applies only if this Agreement states that Coach may operate camps and/or clinics as an additional benefit and incentive. If this Agreement so states, Coach may operate camps and clinics associated with the sport identified in this Agreement ("Sport") for Coach's own benefit. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not own, operate, or conduct such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for operating such camps and clinics. The fee for each camp enrollee shall be established by Coach, and the income derived from such camp shall belong solely to Coach. Coach's duties for the University do not include operating camps or clinics, but the University authorizes Coach to operate camps or clinics as outlined herein for Coach's own benefit as an additional benefit and incentive. Coach may use the University's names, logos and depictions in brochures and similar camp documentation. As it is the responsibility of the University to ensure compliance with NCAA rules, Coach will provide all camp records (e.g., rosters, applications, admissions information, bank statements, expense and payroll records, etc.) to the University upon request. If Coach operates a camp or clinic:

- a. Coach agrees to pay the University the amount (per enrollee or otherwise) set forth in this Agreement (if any such amount is set forth in this Agreement). Coach does not guarantee any number of enrollees.
- b. Coach agrees to secure commercial general liability insurance to cover its operation. Such insurance shall be in minimum liability limits of Three Hundred Thousand Dollars (\$300,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity.
- c. The University will provide facilities for such camp or clinic at no additional charge; however, University facilities provided for such camp or clinic shall be limited to those ordinarily used for the Sport, subject to such further limitations (if any) set forth in this Agreement.
- d. If this Agreement sets forth rates for residence hall housing for camp enrollees, the University will provide residence hall housing for camp enrollees at such rates.
- e. Coach will not alter the University's facilities, will be responsible for all damages to the University's facilities, and will comply with the University's policies and reasonable instructions with regard to camp or clinic activities occurring on or in the University's facilities.

4. Use of Automobile. This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive. If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach's business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University's commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach

will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

5. Employee Handbook and University Policies. Coach's employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees ("Employee Handbook") and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach's employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

6. Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University's Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University's staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member's assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA's name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University's Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events committee.
- e. Staff members of the University's Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
 - Income from annuities;
 - Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - Country club memberships;
 - Complimentary ticket sales;
 - Television and radio programs; and
 - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.
- g. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

7. Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.

III.B.1.e.

RECOMMENDED ACTION – Approval of resolution congratulating Dr. Mary Jo Wynn on being named a Missouri Sports Legend by the Missouri Sports Hall of Fame and thanking her for her career of achievement at Missouri State University

The following resolution was moved by _____ and seconded by _____:

WHEREAS, Dr. Mary Jo Wynn, a 1953 graduate of Missouri State, worked as a teacher, coach and administrator at Missouri State University from 1957-98; and

WHEREAS, Dr. Wynn organized women’s athletics competition in 1958 with volleyball and tennis teams, coached volleyball until 1972 and guided the 1969 team to ninth in the first AIAW championship, and led the tennis program until 1975; and

WHEREAS, Dr. Wynn served as the University’s first Director of Women’s Athletics and first Senior Women’s Administrator; and

WHEREAS, during her administrative tenure, Missouri State made seven NCAA appearances in basketball, four in softball and three in volleyball, while winning nine league tourney titles and eight Missouri Valley Conference regular-season crowns; and

WHEREAS, under Dr. Wynn’s leadership, Missouri State led the nation in women’s basketball attendance in 1992-93 and ranked in the Top 10 each of her final seven years; and

WHEREAS, Dr. Wynn played a major role in transitioning Missouri State’s women’s teams from the physical education department to charter members of the AIAW, was instrumental in the successful transition to the NCAA in 1982, helped form the Gateway Collegiate Athletic Conference in 1982, and helped guide the program to the Missouri Valley Conference on July 1, 1992; and

WHEREAS, Dr. Wynn received Missouri State’s Outstanding Alumni Award in 1995, received the NACWAA Lifetime Achievement Award in 1999, had the Dr. Mary Jo Wynn Senior Female Scholar-Athlete Award named in her honor in 1998, was inducted into the Missouri State Athletics Hall of Fame in 1999, and received the John Sanders Spirit of the Valley Award in 2009; and

WHEREAS, Missouri State's Achievement Center for Intercollegiate Athletics was renamed the Dr. Mary Jo Wynn Academic Achievement Center in 2013; and

WHEREAS, on April 24, 2014, Dr. Wynn will be named as a Missouri Sports Legend by the Missouri Sports Hall of Fame;

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University – on behalf of Board members, Presidents, administrators, faculty, staff and students, past and present – congratulates Dr. Mary Jo Wynn on this singular recognition and sincerely thanks her for her career of achievement at Missouri State University.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

III.B.2.a.

RECOMMENDED ACTION - Approval of Procurement Activity Report

The following resolution was moved by _____
and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report presented by the Procurement Services Office be approved.

VOTE: **AYE** _____
 NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

This report summarizes Procurement Services Office activities from March 15, 2014 through April 11, 2014.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES**

FOR APPROVAL

Single purchase > \$100,000 that was competitively bid

**Film Deposition Equipment \$137,900.00
Jordan Valley Innovation Center**

A Request for Quotation (RFQ) was issued to solicit bids for film deposition equipment, referred to as a Sputter System, for the Jordan Valley Innovation Center (JVIC). Four (4) vendors responded to the RFQ. JVIC personnel reviewed the bids and found that the system offered by Semicore Equipment Incorporated meets the University's criteria.

Sputtering is a technique for applying coatings of pure materials to the surface of various objects. The coatings can be a single material or multiple materials in a layered structure or co-deposited fashion.

This equipment will be used to deposit a wide variety of material types, making it valuable for many different types of research projects and technology development areas. The system will assist JVIC with making an impact for a variety of groups in many industries such as semiconductor technology, MEMS, biomedical, solar, and materials.

Recommend approval to issue a purchase order to Semicore Equipment Incorporated as the lowest bidder and best value for the University.

Note: Funding to be from the FY14 Missouri Technology Grant and related match account.

Single purchase > \$100,000 from established cooperative contract

**Computer Hardware \$299,000.00
SCUF Central FY 2014**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is requesting approval to purchase 260 all-in-one computers utilizing the University of Missouri's contract with Dell Marketing.

March 15, 2014 through April 11, 2014

**ACTIVITY REPORT
PAGE TWO**

The 260 new all-in-one computers, including mice and keyboards, will replace the existing desktop computer hardware in the University's open-access computer labs managed by the Computer Services Department and located in Cheek 150, Glass 229, Library 200, and Library 201. The open-access computer labs are available to all students and are used by over 17,000 students each year. The Cheek 150 facility has extended hours and is open twenty-four (24) hours a day, five (5) days a week.

Computers previously purchased for these labs are redistributed to other departments after an initial one-year cycle in the lab facilities and are crucial to the operations of those departments' discipline-specific computer labs.

Note: Funding to be from the Student Computer Usage Fee (SCUF). Student representatives are on the advisory committee.

Single Feasible Source > \$100,000

**Learning Management System \$368,532.29
Office of the Provost – Computer Usage Fee**

In 1999, as the result of a competitive process, the University selected Blackboard for its Learning Management System. The Blackboard Learning Management System consists of four (4) modules.

- Course Delivery
- Community Engagement
- Content Management
- Outcomes Assessment

Since 1999, the University has used the Course Delivery module only. Now, in order to better utilize the Blackboard Learning Management System and to take advantage of the latest technologies, the University would like to activate two (2) more of the system modules, Community Engagement and Content Management, at a one-time cost of \$25,000.00 and an increase of \$22,116.00 in annual licensing and maintenance support.

Also, in order to save money, the University would like to renew software licensing and maintenance support for a three (3) year period rather than a one (1) year period. By doing so, the University can avoid up to 9% of escalation costs. The rate of escalation associated with annual renewals is 7% [$7 \times 3 = 21\%$]. The annual rate of escalation associated with entering into a three (3) year agreement is 12%.

March 15, 2014 through April 11, 2014

**ACTIVITY REPORT
PAGE THREE**

The new three (3) year term will begin on May 1, 2014 and end on April 30, 2017. The University will pay for one (1) year at a time. The University is currently paid through August 31, 2014; therefore, a credit of \$31,599.22 will be applied to the invoice for year one.

A summary of costs for the new three (3) year renewal term are as follows:

Year 1 (5.01.14 – 4.30.15)	\$113,975.32*
Year 2 (5.01.15 – 4.30.16)	\$125,397.52
Year 3 (5.01.16 – 4.30.17)	\$129,159.45
Total	\$368,532.29

*Includes one-time charge of \$25,000.00 for Community Engagement and Content Management modules and a credit of \$31,599.22 for existing licensing and maintenance support through August 31, 2014.

Note: Funding to be from ongoing operational budgets.

Contract for the purchase of goods and services estimated > \$100,000 that was competitively bid

Student Health Insurance **\$1,700,000.00**
Taylor Health and Wellness Center **(Estimated)**

In response to required advertising, seven (7) proposals were received for student health insurance. Three (3) options were solicited as shown below. Two (2) responses were received for international students only. No responses were received for domestic students only. Five (5) responses were received for international and domestic students combined.

- International Students Only
- Domestic Students Only
- International and Domestic Students Combined

The University decided to continue insuring domestic and international students combined, therefore, international and domestic students combined was the only option evaluated and scored.

March 15, 2014 through April 11, 2014

**ACTIVITY REPORT
PAGE FOUR**

Proposal responses were evaluated and scored on the basis of the following criteria:

- Cost (50%)
- Experience, Reliability and Stability (20%)
- Operating Approach (30%)

Cost results:

<u>International and Domestic Students Combined</u>	<u>Per Year</u>
Academic HealthPlans	\$1,434.00
Student Assurance Services, Incorporated	\$1,541.00
Collegiate Risk Management	\$1,613.00
Student Healthcare Solutions	\$1,780.00
Associated Insurance Plans International	\$1,810.00

The non-cost factors were evaluated and scored by a committee of four (4) chaired by Dr. David Muegge, Director of Health and Wellness, Taylor Health and Wellness Center. The incumbent, Academic HealthPlans (AHP) received the highest total evaluated score and was unanimously selected as the lowest and best offer.

The contract with AHP will contain some new and improved features. These include:

- International students who arrive early in the fall or spring will receive an extra month of insurance coverage at no additional cost
- International students who stay beyond the normal semester break will have access to continuing insurance coverage for up to three (3) months
- Third party claims administrator (HealthSmart) has agreed to include performance guarantees for each of the following in its contract with AHP:
 - Financial accuracy
 - Payment accuracy; and
 - Payment of claims (within 10 business days)

The original contract period will be August 10, 2014 through August 10, 2015, with four (4) possible renewal periods.

Note: Premiums to be paid by the students.

March 15, 2014 through April 11, 2014

III.B.2.b.

MISSOURI STATE UNIVERSITY

2014-2015 Fee Schedule Amendment

BE IT RESOLVED by the Board of Governors for Missouri State University that the following fee schedule amendment be adopted, effective July 1, 2014.

Counseling and Testing Center – Testing Fees

Counseling and Testing Center (CTC) Tests	
ACSM – American College of Sports Medicine (sitting fee only – students pay for exam online)	\$ 20.00
ACT-R - ACT score valid only at MSU (\$32.00 test cost + \$20.00 sitting fee)	\$ 50.00
CLEP – College Level Examination Program (sitting fee only – students pay for exam online)	\$ 20.00
Correspondence – Non-MSU Classes (sitting fee only)	\$ 20.00
DSST (formerly Dantes Standardized Subject Test) (sitting fee only – students pay for exam online)	\$ 20.00
MAT – Miller Analogy Tests (\$50.00 test cost + \$20.00 sitting fee)	\$ 70.00
MoGEA – Missouri General Education Assessment (formerly CBase)	
MoGEA Single Subject Test (sitting fee only – students pay for exam online)	\$ 20.00
MoGEA Entire Battery of Subject Tests (sitting fee only – students pay for exam online)	\$ 25.00

International Students Health Insurance Fee

Insurance Plan	Amount	Coverage Dates
Annual*	\$1,434.00*	08/10/14-08/09/15
Fall 2014 – Regular	\$ 717.00	08/10/14-12/31/14
Spring/Summer 2015 – Regular	\$ 717.00	01/01/15-08/09/15
Summer 2015 – Regular (for students not attending spring)	\$ 301.00	06/01/15-08/09/14
Fall 2014 – ELI Program 1 st Session	\$ 304.00	08/10/14-10/19-14
Fall 2014 – ELI Program 2 nd Session	\$ 304.00	10/20/14-12/31/14
Spring 2015 – ELI Program 3 rd Session	\$ 304.00	01/01/15-03/15/15
Spring 2015 – ELI Program 4 th Session	\$ 304.00	03/16/15-05/31/15
Summer 2015 – ELI Program 5 th Session	\$ 304.00	06/01/15-08/09/15
Summer 2015 – ELI Program 1 st Summer Session	\$ 152.00	06/01/15-07/05/15
Summer 2015 – ELI Program 2 nd Summer Session	\$ 152.00	07/06/15-08/09/15

*The annual plan is only available to domestic students who purchase the insurance directly from the provider Academic HealthPlans.

Study Away Students Health Insurance Fee

Students traveling on Study Away Trips will have medical coverage as well as Political and Natural Disaster Evacuation coverage and will be charged one of the following rates:

Per Week	\$10.70
Per Month	\$41.25

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

III.B.3.a.

RECOMMENDED ACTION - Approval of Purchasing Activity Report.

The following resolution was moved by _____ and seconded by _____ :

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Purchasing Activity Report dated April 16, 2014, as presented by Business and Support Services, be accepted and approved.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

This report summarizes purchasing activities of Business and Support Services.

It is recommended that the attached report be approved.

**PURCHASING ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
WEST PLAINS CAMPUS**

April 16, 2014

City of West Plains

West Plains Civic Center

Budget

\$126,516.76

Renewal of the contract with the City of West Plains to lease the West Plains Civic Center for certain University functions. Contract period is July 1, 2014, through June 30, 2015. The prior rate of \$102,972.12 for the base lease was in effect since July 1, 2013, and reflected a 1.7% increase from the prior year. The current rate was negotiated and agreed to by the University and the West Plains Civic Center Board and reflects a 1.5% increase to \$104,516.76. An addendum to the contract for additional fees for staffing and equipment are charged by the Civic Center for certain Missouri State University–West Plains events according to a schedule. This cost is estimated to be \$22,000.00 for the contract period.

III.B.3.b.

RECOMMENDED ACTION - Approval of Peggy Kissinger as the recipient of an Honorary Associate of Arts Degree from Missouri State University-West Plains.

The following resolution was moved by _____ and seconded by _____:

WHEREAS, Peggy Kissinger has been selected by the Honorary Degree Selection Committee to receive an Honorary Associate of Arts degree from Missouri State University-West Plains;

WHEREAS, she was one of the 111 students who attended the West Plains Residence Center of Southwest Missouri State University (now known as Missouri State University-West Plains) for the first time when it opened in the fall of 1963;

WHEREAS, she continued taking courses from 1963 to 1969 while employed full-time and raising a family;

WHEREAS, she was employed by the State of Missouri for 35 years starting in 1965, first as a Missouri Division of Family Services case worker and then in the Missouri Division of Employment Security helping others with job placement and teaching pre-employment skills;

WHEREAS, she has been actively involved in community service projects and civic organizations for more than 40 years, including serving as president of the West Plains Rotary Club and achieving lifetime membership status with the Greater West Plains Chamber of Commerce;

WHEREAS, she understands the importance of an institution of higher learning for residents in South Central Missouri and has remained actively involved with the university for over 50 years, serving on various committees to promote its advancement. She received the Missouri State University Distinguished Alumni Award recognizing her extraordinary achievement in personal and professional endeavors in 2002 and gave the keynote address at the university's commencement in 2004 as the campus celebrated its 40th anniversary;

WHEREAS, she has had a successful career and continues to inspire others to pursue higher education opportunities as a substitute teacher at the West Plains High School. Awarding Mrs. Kissinger an honorary associate's degree from Missouri State University-West Plains recognizes her achievements, her remarkable endeavors and provides a role model to our students.

NOW, THEREFORE, BE IT RESOLVED, the Missouri State University-West Plains Selection Committee recommends to the Board of Governors of Missouri State University that the Honorary Associate of Arts degree be conferred upon Peggy Kissinger at the Missouri State-West Plains' commencement ceremony in May 2014 in recognition of her professional and personal achievements.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

III.B.4.a.

RECOMMENDED ACTION – Approval of bids and award of a contract for the ADA improvements on the Springfield campus.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Bales Construction Company, Inc. in the amount of One Hundred Eight Thousand and 00/100ths dollars (\$108,000.00) for the base bid plus alternates 1 and 2 for the ADA improvements on the Springfield campus, be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$0.00
Construction Costs	\$108,000.00
Facilities Management Costs	\$80,000.00
Project Administration	\$10,800.00
Construction Contingency	\$36,200.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$235,000.00
Funding Source	
ADA Improvements budget	\$235,000.00
Total Funding Source	\$235,000.00

BE IT FURTHER RESOLVED that this be paid from the ADA Improvements budget funded by the Administrative and Information Services and President’s Program Enhancement budgets.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid	Alternate No. 1	Alternate No. 2	Total
Bales Construction Co., Inc.	\$85,000.00	\$11,000.00	\$12,000.00	\$108,000.00
Kenmar Construction Co., Inc.	\$103,994.00	\$16,571.00	\$15,856.00	\$136,421.00
Oke-Thomas + Associates, Inc.	\$99,923.00	\$18,978.00	\$28,276.00	\$147,177.00
Mechanical Services, Inc.	\$124,500.00	\$16,500.00	\$10,000.00	\$151,000.00

The project includes improving and creating accessible pedestrian routes throughout campus in order to comply with the 2010 American Disabilities Act. Over time, much of the existing concrete walks have settled unevenly leaving trip hazards and cross slopes that exceed the maximum allowed by law. Curb ramps and cross walks are also being modified to improve access to the campus. Interior work includes improvement to existing drinking fountains and restroom facilities that have been identified as high priority items in Carrington Hall and Art Annex.

Alternate number 1 is being accepted as part of this project and includes interior work in Cheek Hall to improve ADA compliance of drinking fountains and restroom facilities. Alternate number 2 is being accepted as part of this project and includes interior work in Craig Hall to improve ADA compliance of drinking fountains and restroom facilities.

A portion of the ADA improvements will be better accomplished by in-house personnel. As a result, the Campus Construction Team will complete various small scale projects throughout the campus to improve access to the campus. The *Facilities Management Costs* line item of the project budget represents the portion of this work.

This project will be funded by the Administrative and Information Services (\$117,500.00) and President's Program Enhancement (\$117,500.00) budgets.

III.B.4.b.

RECOMMENDED ACTION – Approval of bids and award of a contract for interior renovations at the Mary Jo Wynn Academic Achievement Center in Forsythe Athletics Center.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Bales Construction Company, Inc. in the amount of Five Hundred Twenty Thousand and 00/100ths dollars (\$520,000.00) for the base bid for interior renovations at the Mary Jo Wynn Academic Achievement Center in Forsythe Athletics Center be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$36,800.00
Construction Costs	\$520,000.00
Project Administration	\$10,200.00
Construction Contingency	\$53,000.00
Furniture, Fixtures, and Equipment	\$7,000.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$627,000.00
Funding Source	
Mary Jo Wynn Achievement Center budget	\$627,000.00
Total Funding Source	\$627,000.00

BE IT FURTHER RESOLVED that this be paid from the Mary Jo Wynn Achievement Center budget funded by the Mary Jo Wynn Achievement Center Foundation and President’s Program Enhancement budgets.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid
Bales Construction Company, Inc.	\$520,000.00
Kenmar Construction	\$589,000.00

The project includes renovating several interior spaces at the Forsythe Athletics Center. The work will be limited to public spaces, but will also include renovating the Mary Jo Wynn Academic Achievement Center. The work includes construction as well as graphics, lighting, finishes, and millwork. The concept will honor Dr. Wynn and her accomplishments.

Alternate # 1 would have added an exterior monument sign. Alternate #2 would have provided LED lighting in lieu of fluorescent lighting. Alternate #3 would have provided glass stair guardrails. These alternates were not accepted due to cost.

This project will be funded by the Mary Jo Wynn Achievement Center Foundation (\$507,000.00) and President's Program Enhancement (\$120,000.00) budgets.

III.B.4.c.

RECOMMENDED ACTION – Approval of bids and award of a contract for exterior envelope improvements for the west grandstand at Plaster Sports Complex.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of DeWitt and Associates, Inc. in the amount of One Million Two Hundred Eight-six Thousand Six Hundred and 00/100ths dollars (\$1,286,600.00) for the base bid plus alternates 2, 3, 4 and 5 for the exterior envelope improvements for the west grandstand at Plaster Sports Complex be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Consultant Fees	\$84,188.00
Construction Costs	\$1,286,600.00
Project Administration	\$10,512.00
Construction Contingency	\$331,000.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$1,712,300.00
Funding Source	
Plaster Sports Complex Exterior Envelope Improvements budget	\$1,712,300.00
Total Funding Source	\$1,712,300.00

BE IT FURTHER RESOLVED that this be paid from the Plaster Sports Complex Exterior Envelope Improvements budget funded by the Operating Maintenance and Repair, ADA Improvements, Administrative and Information Services, and the President’s Program Enhancement budgets.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid	Alt. 2	Alt. 3	Alt. 4	Alt. 5	Total
DeWitt & Associates, Inc.	\$1,073,000.00	\$56,300.00	\$85,300.00	\$35,000.00	\$37,000.00	\$1,286,600.00
MTS Contracting, Inc.	\$1,282,800.00	\$45,000.00	\$83,200.00	\$68,000.00	\$38,660.00	\$1,517,660.00

The project includes exterior envelope improvements for the west grandstand at Plaster Sports Complex. Due to age, the west grandstand of Plaster Sports Complex requires replacement of various waterproofing components such as joint sealants, flashings, and waterproofing membranes. Waterproofing membranes, joint sealants, and flashings need to be added in some areas where these elements do not presently exist. The failure or lack of these elements in the building is allowing water penetration into the interior spaces of the building and causing damage to the structure as well as interior finishes.

The project, when bid, included several alternates. Alternate 2 includes application of pedestrian grade waterproofing to the third level concourses; alternate 3 includes hand rail re-coating and sealant replacement; alternate 4 includes removal and replacement of concrete for ADA access at west side ticket booth and elevator access; and alternate 5 includes cleaning and coating of the metal panel facade on the west side of the press box.. All of the above alternates are being accepted.

Alternate 1 included the application of pedestrian grade waterproofing to lower bleachers. This alternate is not being accepted at this time as the University believes we can work with the contractor awarded this project to develop a scope of work that will allow this work to be done at a lower cost. The contingency on this project has been increased to allow for such a change to the contract amount.

This project will be funded by the Operating Maintenance and Repair (\$1,370,000.00) ADA Improvements (\$100,000.00), Administrative and Information Services (\$120,000.00) and the President's Program Enhancement (\$122,300.00) budgets.

III.B.4.d.

RECOMMENDED ACTION – Approval of bids and award of a contract for the FY14 preventative parking lot maintenance on the Springfield campus.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Ball Paving, Inc. in the amount of Ninety-eight Thousand Eight Hundred Seventy and 00/100ths dollars (\$98,870.00) for the base bid plus alternates 1 and 2 for the FY14 preventative parking lot maintenance on the Springfield campus be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$0.00
Construction Costs	\$98,870.00
Project Administration	\$9,000.00
Construction Contingency	\$72,130.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$180,000.00
Funding Source	
Public Safety - Parking Lots and Reserves budgets	\$180,000.00
Total Funding Source	\$180,000.00

BE IT FURTHER RESOLVED that this be funded from the Public Safety – Parking Lots and Reserves budgets.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

The bids received on this project are as follows:

Contractor	Bid	Alternate 1	Alternate 2	Total
Ball Paving, Inc.	\$68,060.00	\$23,025.00	\$7,785.00	\$98,870.00

The project includes repairing, cleaning, filling of cracks, sealing, and striping several of the asphalt parking lots on the Springfield campus. This project is a part of the annual preventative maintenance program for the parking lots.

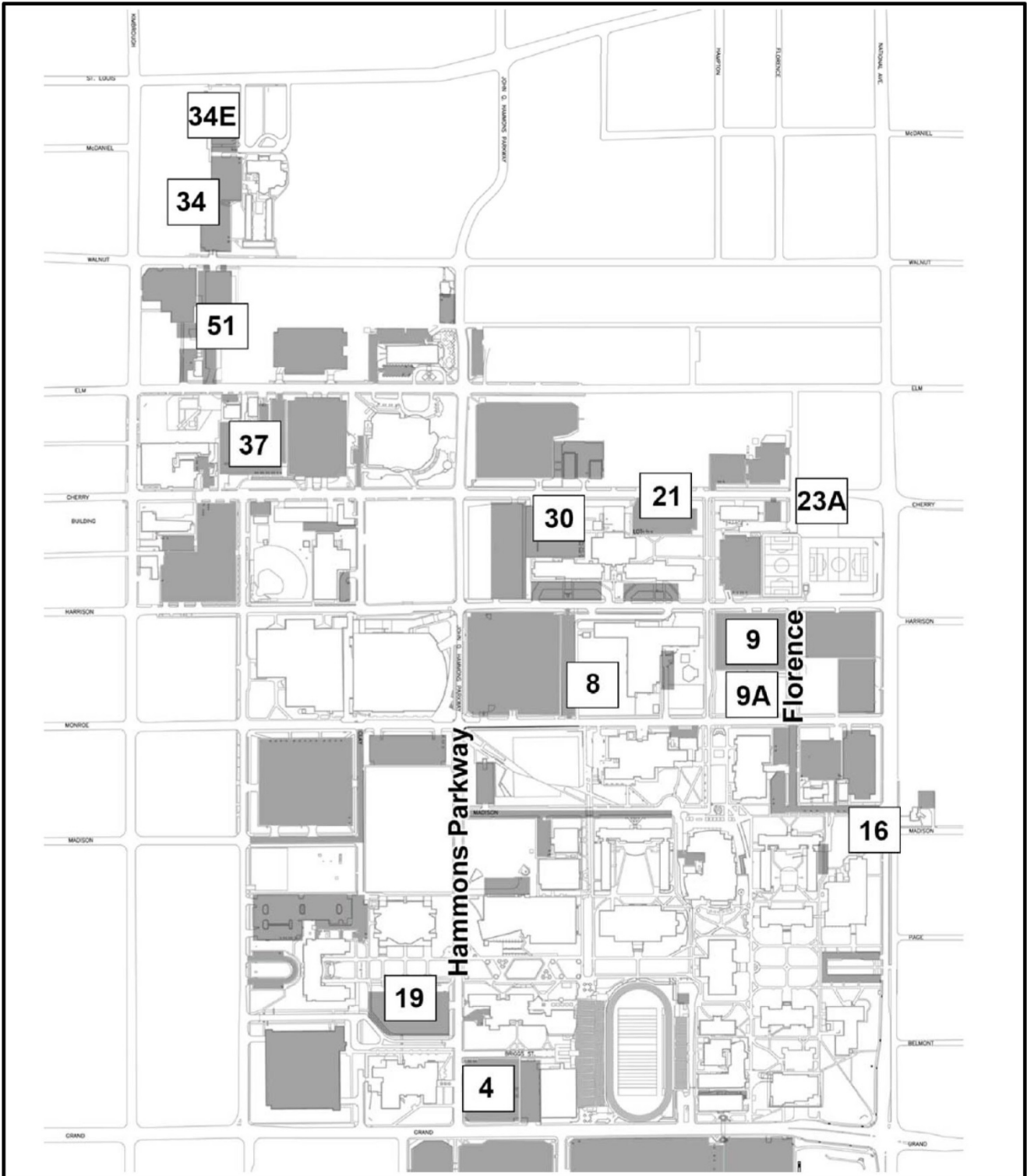
The base bid includes cleaning, filling cracks, sealing and striping on parking lots 19 and 30, as well as striping only on lots 4 and 16, Florence Street, and John Q. Hammons Parkway. The base bid also includes repairing, cleaning, filling cracks, and striping on parking lots 8, 9, 9A, 21, and 51. Please see attached map of campus showing these locations.

Alternate 1 includes repairing, cleaning, filling cracks, and striping on lots 23A and 34. Alternate 2 includes repairing, cleaning, filling cracks, and striping on parking lots 34E and 37. All of the above alternates are being accepted. Please see attached map of campus showing these locations.

Alternate 3 would have allowed the use of a coal tar based asphalt sealer rather than the asphalt emulsion sealer specified to be used under the base bid. The University is continuing to evaluate the performance of asphalt emulsion based sealers over other types of asphalt sealers and is not applying any coal tar applications at this time.

Unit prices were also received during bidding and additional areas or lots may be addressed based on these unit prices as needs are identified and budget allows. The broken, spalling, or otherwise damaged free-standing wheel stops will be removed prior to sealing and replaced with new ones, which are also based on the unit prices received with the bids. The contingency for this project is larger than typical to allow for correcting as many areas within the parking lots by use of these unit prices.

\\bauhaus\Common4\Projects\LOT - Parking Lots\14-126 FY 14 Preventative Parking Lot Maintenance\DWG\14-126 A1.dwg, 4/9/2014 9:32:54 AM



 Missouri State UNIVERSITY	Planning, Design & Construction Burgess House 901 South National Avenue Springfield, Missouri 65897 Phone: (417)836-5101 Fax: (417) 836-6884

**FY 14 Preventative
Parking Lot Maintenance**

Date: 3/27/2014
Project Number: 140319-126
Sheet Number: A1

III.B.4.e.

RECOMMENDED ACTION – Approval to increase the additional services allowed for the consultant for professional services in conjunction with the Athletic and Recreation Field improvements.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the additional services allowance approved at the August 21, 2013 Executive Committee meeting for the professional services of Hastings + Chivetta, Inc. in conjunction with the Athletic and Recreation Field Improvements be increased by One Hundred Thirty Thousand and 00/100ths dollars (\$130,000.00).

BE IT FURTHER RESOLVED that this professional service increase is required due to an increased scope of work added to the original scope of work negotiated on this project. While this resolution seeks approval of a new additional services limit for the professional services contract with Hastings + Chivetta, Inc., it does not seek to increase the established and approved project budget for this project.

BE IT FURTHER RESOLVED that this increase in additional services will be funded from the previously approved project budget of Twenty Seven Million Seventy-two Thousand Seventy-six and 00/100ths dollars (\$27,072,076.00). No additional funding is required as the contingency established for this project will be used for this purpose.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

Since the establishment of this project, the scope of work has increased to include many University initiated changes. These requests include the addition of major scoreboards and signage at the track/soccer complex, field hockey/lacrosse field, and the sand volleyball complex, which required significant changes to the electrical design of the project along with other related changes; the addition of chilled water lines and electrical duct bank to serve planned new construction adjacent to the field hockey complex; reworking of unknown utility lines discovered during the construction process; adding PA system improvements to the football stadium; changing out the track surface; and other miscellaneous requests.

The original request from Hastings + Chivetta, Inc. for additional services received was reviewed. During the review process and subsequent discussions with the firm, the amount of additional services was reduced by thirty-eight percent to reach a level that was acceptable for this project, to the University, and with the professional firm. This additional service request is fair to all parties involved with the project. This resolution seeks the authority to approve this equitable request for additional services needed on the project.

III.B.4.f.

RECOMMENDED ACTION - Approval of a resolution granting a license agreement with the City of Springfield and the Watershed Committee of the Ozarks to allow improvements to be made to the detention area located west of Greenwood Laboratory School.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, in May 2011, the Watershed Committee of the Ozarks (WCO) was awarded a Section 319 Nonpoint Source Implementation Grant from the Missouri Department of Natural Resources for the Springfield-Greene County Urban Watershed Stewardship Project (hereinafter referred to as Big Urbie), for which the City of Springfield (City) and Missouri State University (MSU) are partners; and

WHEREAS, one component of said grant is the implementation of innovative stormwater best management practices such as detention basin retrofits and the City, MSU, and WCO all agree to the construction of water quality improvements in the existing detention basin (hereinafter referred to as the "Greenwood Detention Basin Retrofit Project") on MSU's property designated herein; and

WHEREAS, the purpose of the Greenwood Detention Basin Retrofit Project is to improve water quality and demonstrate and promote the use of storm water best management practices in Springfield and surrounding communities; and

WHEREAS, the City, WCO, and MSU are willing to contribute to the construction of a detention basin retrofit; and

WHEREAS, MSU currently maintains the detention basin and will be responsible for maintaining said water quality improvements in the detention basin; and

WHEREAS, MSU is willing to grant the City and WCO, their agents, employees and contractors, access and entry up to and upon the limits of construction shown on Exhibit A for the purpose of constructing the aforementioned detention basin retrofit, all on the terms and conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the License Agreement, copy attached, be approved, subject to the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services be authorized and directed to execute the license agreement attached hereto.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

The WCO is interested in making improvements to the detention area located on Missouri State University property adjacent to Greenwood Laboratory School. The improvements include removing the straight, concrete low-flow channel and replacing it with a stone-lined channel that will wind through the detention basin and allow storm water to soak into the ground versus being quickly carried away. The improvements also include modifying the inlets and outlets of the detention area to create basins that will allow sediment to settle out of the storm water prior to discharging it to the city storm sewer. These improvements are being made to enhance the sustainability of our environment through improved water

quality, and have been reviewed and approved by all applicable parties within the University. All costs for this project are the responsibility of the City and their organizations and no University funds will be used on this other than to continue to maintain the basin.

ROUTING ORDER	(1) MSU	(2) WCO	(3) ENV. SERVICES DEPT.	(4) FINANCE DEPARTMENT
	(5) LAW DEPARTMENT		(6) CITY MANAGER' S OFFICE	(7) CITY CLERK' S OFFICE
EFFECTIVE DATE	TERMINATION DATE		CONTRACT NUMBER:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> RENEWAL OF CONTRACT		
CITY	PROPERTY OWNER		WCO	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1996 FAX (417) 864-1499 ATTN: CARRIE LAMB, ENV. SERVICES DEPARTMENT EMAIL: CLAMB@SPRINGFIELDMO.GOV	MISSOURI STATE UNIVERSITY 901 S. NATIONAL AVE SPRINGFIELD, MO 65897 PHONE (417) 836-5101 FAX (417) 836-6884 ATTN: DOUG SAMPSON, DIRECTOR PLANNING, DESIGN & CONSTRUCTION EMAIL: DOUGSAMPSON@MISSOURISTATE.EDU		WATERSHED COMMITTEE OF THE OZARKS (WCO) 320 N. MAIN AVENUE SPRINGFIELD, MO 65806 PHONE (417) 866-1127 ATTN: STACEY ARMSTRONG, PROJECTS MANAGER Email: stacey@watershedcommittee.org	

LICENSE AGREEMENT AND RELEASE

THIS LICENSE AGREEMENT AND RELEASE made and entered into this ____ day of _____, 2014, by and between the City of Springfield, Missouri, a municipal corporation, (hereinafter "City"), the Board of Governors of Missouri State University, a public university organized and operated under the Constitution and Laws of the state of Missouri, (hereinafter "MSU"), and Watershed Committee of the Ozarks (hereinafter "WCO").

WITNESSETH:

WHEREAS, MSU is the record title owner of the property generally located in the 1000 block of E. Bear Blvd, shown in Exhibit A, in the City of Springfield, Missouri, and

WHEREAS, in May 2011, WCO was awarded a Section 319 Nonpoint Source Implementation Grant from the Missouri Department of Natural Resources for the Springfield-Greene County Urban Watershed Stewardship Project (hereinafter referred to as Big Urbie), for which the City and MSU are partners, and

WHEREAS, one component of said grant is the implementation of innovative stormwater best management practices such as detention basin retrofits, and the City, MSU, and WCO all agree to the construction of such practices (hereinafter referred to as the "Greenwood Detention Basin Retrofit Project") on MSU's property designated herein; and

WHEREAS, the purpose of the Greenwood Detention Basin Retrofit Project is to improve water quality and demonstrate and promote the use of storm water best management practices in Springfield and surrounding communities; and

WHEREAS, the City and WCO are willing to fund the construction of the Greenwood Detention Basin Retrofit Project; and

WHEREAS, MSU currently maintains the detention basin and will be responsible for maintaining said water quality retrofit of the detention basin; and

WHEREAS, MSU is willing to grant City and WCO, their agents, employees and contractors, access and entry up to and upon the limits of construction shown in the approved project plans for the purpose of constructing the aforementioned project, all on the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN IT IS AGREED BETWEEN CITY, MSU AND WCO AS FOLLOWS:

1. MSU grants to the City and WCO, their agents, employees and contractors, access and entry up to and upon the limits of construction shown in the approved project plans in order to perform construction activities in connection with the

project, including the right to park vehicles and to store tools, equipment, materials, supplies, and machinery. This temporary grant of access and entry shall terminate upon final completion of the construction project.

2. MSU hereby releases the City and WCO, their agents, employees, contractors and suppliers from any and all future claims, liabilities, costs or damages to person or property which may arise as the result of such temporary access and entry, construction services, and/or products from the project shown in the approved project plans; except MSU retains all claims related to the City or WCO's failure to perform as agreed herein.

3. The City's contractor shall construct the above-referenced project in accordance with the approved plans. The City shall provide matching funds for design and construction of the project in an amount to be agreed to by the City and WCO per their Interlocal Agreement effective August 31, 2011 (Contract #2011-0975), and WCO shall provide grant funds for design and construction of the project in an amount to be agreed to by the City and WCO per same agreement.

4. The City shall ensure that the area within the limits of construction as shown on the approved project plans is restored as nearly as reasonably possible to the same condition in which it existed immediately prior to the construction activity, and shall further ensure the following: (1) insofar as reasonably possible, all debris resulting from construction is removed; (2) disturbed areas have been re-seeded; and (3) reasonable care is taken to protect any trees and shrubs located within the limits of construction that are to remain.

5. MSU agrees to provide for the ongoing operation and maintenance of said project.

6. This agreement shall remain in effect for the life of the improvements, beginning on the effective date of this Agreement.

7. This is the full and complete agreement of City, WCO and MSU. In any litigation involving this agreement, venue shall be proper solely in the State Circuit Court of Greene County, Missouri and the law of the State of Missouri shall apply.

SO AGREED AND SIGNED THE DATE AND YEAR FIRST ABOVE WRITTEN.

MISSOURI STATE UNIVERSITY

CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Vice President for
Administrative and Information Services

By: _____
Assistant City Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

WATERSHED COMMITTEE OF THE OZARKS (WCO)

Mary Mannix-Decker, Director of Finance

By: _____
Mike Kromrey, Executive Director

APPROVED AS TO FORM: _____

Exhibit A



III.B.4.g.

RECOMMENDED ACTION - Approval of a resolution granting a utility easement to the Board of Public Utilities of the City of Springfield to allow for the replacement and relocation of the water main in the west mall south of Glass Hall.

The following resolution was moved by _____ and seconded by _____:

WHEREAS, Missouri State University seeks to replace and relocate the water main in the west mall south of Glass Hall; and

WHEREAS, as part of the process to replace and relocate the water main in the west mall south of Glass Hall, a new easement will be required for the purpose of allowing the Board of Public Utilities of the City of Springfield the ability to maintain this new line once construction is approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the utility easement, copy attached, be approved, subject to the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the easement, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

Working with City Utilities of Springfield, Missouri State University has developed a plan to relocate the existing 6” water main that currently runs in the west mall between John Q. Hammons Parkway and the vacated Clay Avenue right-of-way. The existing water main is over 100 years old and is nearing the end of its useful life. In addition, construction of the new track/soccer complex north of Glass Hall has required the removal of a separate, existing 6” water main in the area of the new grandstand. With the removal of the water main at the track/soccer complex, water capacity to Strong Hall is limited. The replacement water main proposed for the west mall will be 8” and will be installed north of the existing water main. The new water main will tie into the water system near the Strong Hall service, ensuring adequate water capacity for the building. Once the new 8” water main is in place and operational, the old 6” water main will be removed from service.

Approval of this easement will allow access to the water main by City Utilities of Springfield as may be needed to maintain the line.

The form of the utility easement has been reviewed by the Office of General Counsel.

DO NOT WRITE ABOVE THIS LINE – FOR GREENE COUNTY RECORDER OF DEEDS’ OFFICE USE ONLY



UTILITY EASEMENT

(CU Activity No.734905)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TEN DOLLARS (\$10.00) in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

Grantor: Missouri State University

(hereinafter, “Grantor”) does hereby grant, bargain, and convey to the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation, for the use of the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, its successors, licensees, lessees, and assigns (hereinafter, “Grantee”) a perpetual right of way and easement, with the right, privilege, and authority to Grantee to lay, locate, construct, reconstruct, repair, operate, maintain, patrol, replace, relocate, and/or remove lines, poles, wires, cables, fixtures, and appurtenances for the distribution and transmission of gas, water, and electric power and telephone, fiber optic cable, and other communications in, on, through, over, under, and across the following described land in the COUNTY OF GREENE, State of Missouri, to-wit:

See Exhibit A

together with the right, privilege, and authority to trim, cut, and remove all obstructions (including, without limitation, trees and overhanging branches) on, over, or under the easement or within ten (10) feet of said poles, wires, cables, fixtures, or appurtenances. Grantee may trim trees up to an additional 5 feet beyond such distance, if beneficial to the health of the tree. Grantor further does hereby grant, bargain, and convey to Grantee the right of ingress and egress to, from, and over the above-described real estate for doing anything necessary or useful for the enjoyment of the easement herein granted. Grantee shall have all rights, privileges, and appurtenances that may be required for full enjoyment of the rights herein granted, including, without limitation, the right to assign or grant partially or wholly to others the rights or license to use the easement herein granted or any part thereof for the uses and with the rights herein specified.

Grantor warrants that it has good title to the above-described premises and that there are no encumbrances which will limit or interfere with the rights granted herein to Grantee.

The Grantor, its tenants, heirs, successors, licensees, and assigns shall have the right to use and enjoy the said premises fully, except for the rights and privileges hereinbefore granted to the Grantee; provided however, that no buildings, structures, or improvements shall be erected or placed upon said easement, nor shall the terrain be altered without the prior written consent of Grantee, nor shall any other utilities be placed in, on, through, over, under, or across the easement without Grantee’s prior written consent. The use of said premises shall at all times be subject to such acts and uses by Grantee as may be necessary for the purposes herein set forth.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this ____ day of _____, 20 ____.

(Seal) _____
Missouri State University
(Seal) _____

(Seal) _____
(Seal) _____

INDIVIDUAL

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, a Notary Public, within and for the County and State aforesaid, personally appeared _____, _____ to me known to be the person(s) described in, and who executed the foregoing instrument, and who severally acknowledged that they had read said instrument, and that they had executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Print Name: _____
Notary Public

My commission expires the _____ day of _____, 20_____.

CORPORATE

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, a Notary Public, within and for the County and State aforesaid, personally appeared _____ and _____, to me known to be the persons described in, and who executed the foregoing instrument, and stated they are _____ and _____ respectively, of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and acknowledged that they signed and sealed said instrument in behalf of said corporation by authority of the Board of Directors as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Print Name: _____
Notary Public

My commission expires the _____ day of _____, 20_____.

MAIL TO: Jon D. Campbell
City Utilities
P.O. Box 551
Springfield, MO 65801-0551

EXHIBIT A

GRANTOR: BOARD OF REGENTS, SOUTHWEST MISSOURI STATE UNIVERSITY

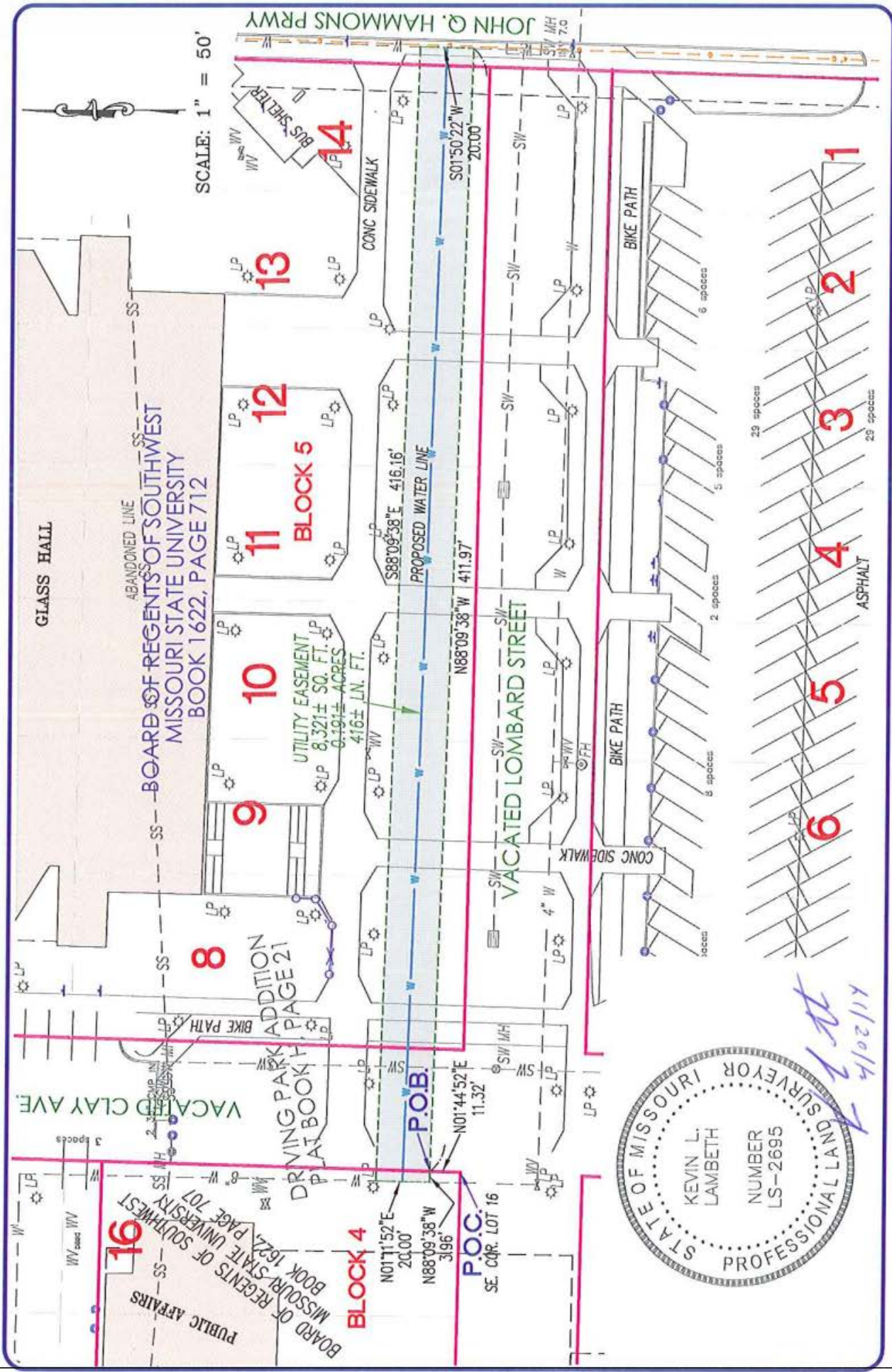
A 20.00 FOOT WIDE PERPETUAL UTILITY EASEMENT BEING A PART OF THE GRANTOR'S TRACT OF LAND LYING IN LOTS 8, 9, 10, 11, 12, 13 AND 14 OF BLOCK 5 AND LOT 16 OF BLOCK 4 OF THE FINAL PLAT OF DRIVING PARK ADDITION AS DESCRIBED IN PLAT BOOK H, PAGE 21 AND ALSO DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 1622, PAGE 707 AND IN BOOK 1622, PAGE 712 AND SAID UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 4 OF THE FINAL PLAT OF DRIVING PARK ADDITION; THENCE ALONG THE EAST LINE OF LOT 16, BLOCK 4, NORTH 01°44'52" EAST, 11.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 88°09'38" WEST, 3.96 FEET; THENCE NORTH 01°11'52" EAST, 20.00 FEET; THENCE SOUTH 88°09'38" EAST, 416.16 FEET; THENCE SOUTH 01°50'22" WEST, 20.00 FEET; THENCE NORTH 88°09'38" WEST, 411.97 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2007.

CONTAINING 8,321 SQUARE FEET OR 0.191 ACRES AND 416 LINEAR FEET, MORE OR LESS.



For City Utilities Index System Reference Purposes Only
SW 1/4, SE 1/4 Section 24 Township 29 N Range 22 W
SUBDIVISION: DRIVING PARK ADDITION



ANDERSON ENGINEERING, INC
 ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
 2043 W. WOODLAND - SPRINGFIELD, MISSOURI 65807 - PHONE (417) 586-2741

CITY UTILITIES OF SPRINGFIELD
UTILITY EASEMENT SKETCH
 JOHN Q. HAMMONS PARKWAY, SPRINGFIELD, MO.

DRAWN BY: BAC
 DATE: 4-01-2014
 CLIENT NO: 30056-14
 FIELD BY: AP
 FIELD BK:
 DRAWING NO: 110012.DWG

III.B.5.a.

RECOMMENDED ACTION – Name Change for: Office of Research Compliance; and Office of Sponsored Research and Programs and Associated Governing Policies

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Vice President of Research and Economic Development and International Programs has introduced the issue of a name change for two offices located in his department: Office of Research and Compliance, and the Office of Sponsored Research and Programs to be merged to become one and named the Office of Research Administration; and

WHEREAS, the Vice President of Research and Economic Development and International Programs and Administrative Council have approved the proposal; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University ratifies the change of name of the Office of Research Compliance, and the Office of Sponsored Research and Programs and the two offices shall merge and shall be named the Office of Research Administration, effective April 1, 2014, and that any Governing Policies with the names of the two offices shall be changed to reflect the new name of the Office of Research Administration.

VOTE: **AYE** _____

NAY _____

This resolution confirms approval granted at the April 16, 2014, Executive Committee meeting.

COMMENTS:

The following Governing Policies will have the name changed reflected on the Web Policy Library:

- 1) G1.03 Officers of the University;
- 2) G1.25 Whistleblower Policy (Ethics Hotline);
- 3) G4.01 University Center Policy; and
- 4) G7.02-2 University Policies

III.C.1.

RECOMMENDED ACTION - Approval of Activity Report.

The following resolution was moved by _____ and seconded by _____ :

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report dated May 15, 2014, as presented by Business and Support Services, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Business and Support Services with respect to bids received, notices to proceed, change orders, and provides the current status of projects.

It is recommended that the attached report be approved.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
WEST PLAINS CAMPUS**

May 15, 2014

This report documents activities managed by Business and Support Services. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all projects bid, notices to proceed, and change orders approved are listed on this activity report.

**Build Wall and Office on Mezzanine for Testing
Garnett Library**

**Project Budget
\$15,937.19**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$15,937.19. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for enclosing the mezzanine in the Garnett Library to create a testing area with an office for check-in and testing observation. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	15,937.19
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 15,937.19

This project is being funded by the West Plains Campus Maintenance and Repair budget.

**Repair Sheetrock in Foyer
Garnett Library**

**Project Budget
\$250.00**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$250.00. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for repairing and painting the sheetrock in the foyer of the Garnett Library due to damage caused during a winter storm. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	250.00
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 250.00

This project is being funded by the West Plains Campus Maintenance and Repair budget.

Repair Sheetrock and Add Insulation

Project Budget

Grizzly House**\$1,457.29**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,457.29. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for repairing the sheetrock and adding insulation to the attic space above the repair area on the 3rd floor of the Grizzly House. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,457.29
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 1,457.29

This project is being funded by the West Plains Campus Auxiliary Budget.

**Install Vertical Blinds in Room 0001
Looney Hall****Project Budget
\$1,247.25**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,247.25. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for installing vertical blinds to cover the glass wall in room 0001 in Looney Hall. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,247.25
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 1,247.25

This project is being funded by the West Plains Campus Allied Health Budget.

**Replace South Side Gutters
Garnett Library****Project Budget
\$1,414.00**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,414.00. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for removing old guttering and installing new guttering on the south side of the Garnett Library. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,414.00
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 1,414.00

This project is being funded by the West Plains Campus Maintenance and Repair Budget.

**Establish Emergency Exit on East Side of Building
Garnett Library**

**Project Budget
\$2,853.30**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$2,853.30. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for installing an emergency exit on the east side of Garnett Library. Improvements were made to the outside area where the existing emergency exit doors existed to allow egress in the event of an emergency. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	2,853.30
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 2,853.30

This project is being funded by the West Plains Campus Maintenance and Repair Budget.

III.C.2.

RECOMMENDED ACTION - Approval of Actions Concerning Academic Employees.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for the Missouri State University that the actions indicated for academic employees of the West Plains Campus, as itemized below, are hereby approved.

FACULTY APPOINTMENT:

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Constance L. Yates	Lecturer/Director of Health Information Technology	\$32,700	4-1-2014 5-31-2015

FACULTY REAPPOINTMENTS:

Non-tenured Faculty, effective August 11, 2014 through May 22, 2015

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
Amy Ackerson	Instructor	8/11/2014 5/22/2015
Ana Estrella-Riollano	Instructor	8/11/2014 5/22/2015
Phillip Howerton	Associate Professor	8/11/2014 5/22/2015
Carla Huddleston	Instructor	8/11/2014 5/22/2015
Alex Pinnon	Lecturer	8/11/2014 5/22/2015
Jacob Poulette	Instructor	8-11-2014 5/22/2015
Brenda Smith	Instructor	8/11/2014 5/22/2015
Rajiv Thakur	Assistant Professor	8/11/2014 5/22/2015
Lisa Wade	Instructor	8/11/2014 5/22/2015
Linda Wulff-Risner	Assistant Professor	8/11/2014 5/22/2015

Non-tenured Faculty, effective July 1, 2014 through June 30, 2015

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
Aimee Staggenborg	Lecturer	7/1/2014 6/30/2015

REAPPOINTMENT AND TENURE RECOMMENDED:

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
Edward Birdyshaw	Assistant Professor	8/11/2014 5/22/2015
Elizabeth Gall	Instructor	8/11/2014 5/22/2015
Joseph Kip Rugutt	Associate Professor	8/11/2014 5/22/2015

FACULTY REAPPOINTMENT AND PROMOTION:*(Change of Academic Rank effective August 11, 2014)*

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
Melinda Denton	From: Instructor To: Assistant Professor	8/11/2014 5/22/2015

PROMOTION:*(Change of Academic Rank effective August 11, 2014)*

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
Renee Moore	From: Assoc. Professor To: Professor	8/11/2014 5/22/2015

(Change of Academic Rank effective July 1, 2014)

Cindy Smith	From: Instructor To: Assistant Professor	7/1/2014 6/30/2015
-------------	---	-----------------------

RESIGNATION:

<u>Name</u>	<u>Position/Department</u>	<u>Effective</u>
Tae-Wan Park	Assistant Professor of Mathematics West Plains Campus	1/27/2014

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Nicholas Xidis	Lecturer of Physics West Plains Campus	\$16,000 semester	1/13/2014 7/31/2014

UNRANKED FACULTY APPOINTMENTS (Part-Time):

<u>Name</u>	<u>Department</u>	<u>Salary</u>	<u>Effective</u>
Elliott Anderson	Lecturer REL	\$5400 semester	1/13/2014 5/16/2014
Beverly Bishop	Lecturer MTH	\$5,400 semester	1/13/2014 5/16/2014
Sherryl Brannan	Lecturer PED	\$4,212 semester	1/13/2014 5/16/2014

Academic Personnel Board Actions, cont'd.

Page 3

Clarel Breedlove	Lecturer PED	\$4,212 semester	1/13/2014 5/16/2014
Domenic Carisetti	Lecturer VIN	\$4,500 semester	2/ 3/2014 5/16/2014
Mary Davis	Lecturer GLG	\$4,340 semester	1/13/2014 5/16/2014
Kathryn Fisher	Lecturer PLS	\$6,300 semester	1/13/2014 5/16/2014
Stephen Fugitt	Lecturer REL	\$6,300 semester	1/13/2014 5/16/2014

UNRANKED FACULTY APPOINTMENTS (Part-Time), cont'd:

<u>Name</u>	<u>Department</u>	<u>Salary</u>	<u>Effective</u>
Phillip Hamilton	Lecturer AGR	\$5,138 semester	1/13/2014 5/16/2014
Linda Hobbs	Lecturer MTH	\$4,008 semester	1/13/2014 5/16/2014
David Landers	Lecturer CIS	\$4,008 semester	1/13/2014 5/16/2014
Barbara Luna	Lecturer CIS	\$4,008 semester	1/13/2014 5/16/2014
Howard Mainprize	Lecturer BIO	\$5,376 semester	1/13/2014 5/16/2014
Merilark Padgett-Johnson	Lecturer VIN	\$6,300 semester	2/ 3/2014 5/16/2014
Sandra Ross	Lecturer CIS	\$4,008 semester	1/13/2014 5/16/2014
Diana Schroeder	Lecturer CIS	\$4,008 semester	1/13/2014 5/16/2014
Alice Vandergriff	Lecturer ART	\$5,400 semester	1/13/2014 5/16/2014

NON-ACADEMIC APPOINTMENT:

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Amy Ackerson	Director of Nursing/Administrative Duties / Div. Chair duties	\$20,750 annually	6-1-2014 5-31-2015

(See Addendum A for Supplemental payments for the spring 2014 semester)

(See Addendum B for Supplemental Payments for the spring 2014 intersession)

(See Addendum C for Per Course Faculty for the spring 2014 semester)

(See Addendum D for Per Course Faculty for the spring 2014 intersession)

VOTE: AYE _____

NAY _____

ADDENDUM A**Supplemental payments for the spring 2014 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$1,034
Cathy Proffitt Boys	Division Chair duties and Internships	\$5,250
Michelle Branton	ENG	\$3,000
Cindy Bridges	MGT	\$1,800
Thora Broyles	IDS	\$1,663
Judy Carr	ANT/PSY/SOC and Div. Chair duties	\$11,489
Barbara Caton	ALH	\$1,367
Christine Combs	EDU	\$1,400
Melinda Denton	MTH	\$3,032
Joyce DeWitt	NUR	\$1,363
Ana Estrella	BIO/BMS	\$2,494
Alexandra Graham	ENG/IDS	\$5,257
Jim Hart	CGP/CIS/TEC and Internships	\$3,418
Ron Hensley	TEC	\$3,000
Carla Huddleston	NUR	\$2,446
Jeff Huff	CGP/CIS/Internships	\$3,162
Joyce Jennings-Pineda	BMS	\$1,517
Kathy Mann	COM	\$1,500
Debra Mayers	BIO/BMS/IDS	\$1,392
Debra Mayers	BIO 102 Online Course Dev.	\$1,000
Renee Moore	Internships	\$1,250
Connie Morgan	HST/IDS	\$3,094
Michelle Norgren	VIN Internships	\$1,500
Gary Phillips	COM/IDS	\$1,257
Anthony Priest	ENG	\$3,492
Joseph Rugutt	CHM	\$7,250
Scott Schneider	CIS	\$2,004
Scott Schneider	Interim Project Manager for TAACCT grant	\$2,000
Brenda Smith	CFD	\$2,923
Deanna Smith	ECO	\$1,800
Rogers Taylor	IDS	\$1,000
Rajiv Thakur	GRY	\$4,123
Jay Towell	MTH/Div. Chair duties	\$12,393
Jerry Trick	MTH/PSY/IDS Coord. duties	\$4,716
Lisa Wade	NUR	\$2,418
David White	BUS/IDS/MGT/Dist. Learning Coord.	\$7,170
V. Jane Ward	EDU	\$6,776
Linda Wulff-Risner	AGR/Internships	\$4,018
Nicholas Xidis	AST/PHY	\$1,072

ADDENDUM B

Supplemental payments for the spring 2014 intersession:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Jacob Poulette	CGP	\$ 600

ADDENDUM C**The following have been appointed as Per Course Faculty for the spring 2014 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Valda Aguero	ART	\$1,800
Kelli Albin	ART	\$1,200
Virginia Allsman	PSY	\$3,600
Kathryn Austin	PSY/SOC	\$4,200
Mark Basom	COM	\$3,600
Bryan Bender	PED	\$2,808
Patricia Chalfant	VIN	\$1,404
Cleo Fawn Cockrum	ENG	\$2,400
Ruth Diane Cooke	REL	\$1,800
Joseph Driscoll	FIN	\$1,800
Jerry Dunn	PSY	\$1,800
Paula England	CFD	\$2,004
Sarah Ettinger-Dietzel	BIO	\$3,006
Nathan Ferree	ART/CGP	\$3,600
Carolyn Gerber	COM	\$3,600
John Giannini	VIN	\$1,200
Joseph Golden	BIO	\$2,604
Barry Gump	VIN	\$2,100
Kenneth Hancock	SPN	\$3,600
William Hass	CRM/LWE	\$4,200
Danny Hobbs	PSY/SOC	\$3,600
Rebecca Holman	SOC	\$3,600
Victoria Howerton	IDS	\$2,400
Melissa Hufstedler	MUS	\$1,800
Billie Hutchings	SWK	\$1,800
Janice Johnson	IDS/RDG	\$3,000
Donna Jones	NUR	\$3,564
Stephen Keeney	HST	\$1,800
Dale Kennedy	VIN	\$2,100
Carl Kimmons	CIS	\$4,008
Ian MacNeil	VIN	\$1,800
Darrell Mahan	SOC	\$3,600
Elizabeth Mahan	PSY	\$1,800
Rochelle McCracken	BIO	\$1,340
Angela McCully	CIS	\$2,004
Scott McWilliams	AGR	\$4,350
Diane Moore	MTH	\$3,600
Heather Mulford	CIS	\$2,004
Mary Mutrux	GRY	\$2,808
Michele Nigliazzo	EPR/LAW	\$4,000
Patricia Orchard	EDU	\$2,100
Joseph Oslakovic	MTH	\$1,800
R.A. Pendergrass	PLS	\$4,200
Ashley Rowan	ENG	\$1,500

Per Course Faculty for the spring 2014 semester, cont'd.:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Hillary Sjolund	VIN	\$2,000
Vivian Stilley	ENG	\$3,600
Randy Story	COM	\$3,600
Krista Tate	HST	\$1,800
Julie Thompson	IMT	\$2,100
Sonie Trotter	COM	\$1,800
Sally Watkins	MTH	\$3,600
Terri Whitsell	IDS	\$2,400
Barbara Williams	ART	\$1,800
Bridget Williams	IDS	\$2,800
Constance Yates	IDS	\$1,200

ADDENDUM D

Per Course Faculty for the spring 2014 intersession:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Dave Malone	MED	\$ 600

COMMENTS:

Constance Yates

A.S.B.A. from Indiana Tech

B.S.B.A. from Indiana Tech

M.S.B.A. from Indiana Wesleyan University

1987 – 2005	Surgical Coordinator, Aesthetic Surgery Center
2006 – 2009	Licensed Insurance Agent, State of Indiana
2009	Adjunct Professor at the Indiana Institute of Technology
2009	Adjunct Professor at Lake Michigan Community College
2011 – 2014	Adjunct Professor at Missouri State University-West Plains

Nick Xidis

B.S. from Arizona State College

M.P.A. from University of Southern California

1960 – 1989	Federal Aviation Administration
1968 – 1970	Instructor at Santa Barbara City College
1966 – 1968	Instructor at Barstow Community College

III.C.3.

RECOMMENDED ACTION - Approval of Actions Concerning Non-Academic Employees.

The following resolution was moved by _____ and seconded by _____ :

BE IT RESOLVED by the Board of Governors for the Missouri State University that the actions indicated for non-academic employees of the West Plains Campus, as itemized below, are hereby approved.

APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Shelia F. Barton	Project Manager TAACCCT WP TAACCCT Grant	44	\$40,000 Annually	02/12/2014
Caitlin J. Crouse	Admission Crd.-Academic Advisor WP Nursing & Allied Health	42	\$31,500 Annually	02/17/2014
Cindy J. Bridges	Coordinator, Acad. Advisement WP AACCESS	44	\$45,000 Annually	03/01/2014
Aileen C. Gonzales	Preparatory Math Specialist, WP WP Grizzly Tutoring Lab	42	\$32,000 Annually	03/03/2014
Dakota Q. Bates	Admission Counselor, WP WP Admissions	41	\$26,098 Annually	03/16/2014
Mary E. Maupin	Writing Specialist, WP WP Grizzly Tutoring Lab	42	\$32,000 Annually	03/17/2014
Martha A. Smith	Career Data Ctr. Coord., TAACCCT WP Career Services	42	\$35,530	04/07/2014

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Veronica Mays	From: Coordinator Student Acad. Advise. WP AACCESS To: Staff Emeritus WP AACCESS	Change of Status	12/01/2013
Cindy J. Bridges	From: Academic Advisor WP /	Change of	02/28/2014

Interim Coordinator Student Status
Academic Advisement Center WP
WP AACCESS
\$33,394 Annually + \$500 Monthly Supplemental Compensation

To: Academic Advisor WP
WP AACCESS
\$33,394 Annually

Brenda A. Malkowski From: Dir. of University and Community Change of 05/01/2014
Programs / AA Liaison Status
WP University/Community Programs
\$53,958 Annually + \$1,200 Annual Supplemental Compensation

To: Dir. of University and Community
Programs / Deputy Title IX Coord., AA Liaison, and EO Liaison
WP University/Community Programs
\$53,958 Annually + \$3,600 Annual Supplemental Compensation

RESIGNATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Darrell R. Hampsten	Coordinator, SBTDC WP University/Community Programs	04/14/2014

RETIREMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Kathy W. Schloss	Bookstore Manager, WP WP Bookstore	10/01/2014
Diane K. Basom	Executive Assistant IV WP Chancellor's Office	10/01/2014

VOTE: **AYE** _____

NAY _____

III.C.4.

RECOMMENDED ACTION – Approval of Fiscal Year 2015 Salary and Benefits Overview for Missouri State University-West Plains Coaches.

The following resolution was moved by _____ and seconded by _____ :

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached FY15 Overview of Salaries and Benefits for Missouri State-West Plains Coaches is hereby approved.

VOTE: **AYE** _____

NAY _____

Comments:

Salary and benefits for Head Coaches W. Yancey Walker and Paula Wiedemann and Assistant Coaches Chad Van Riessen and Briana Walsh are presented in the attached overview.

OVERVIEW OF FY15 SALARIES AND BENEFITS

Missouri State University-West Plains Coaches

[Submitted for approval at the Board of Governors meeting on May 15, 2014]

Name/Position: W. Yancey Walker, Head Basketball Coach

FY 15 Salary: \$51,520.00 annually for the contract period of July 1, 2014 – June 30, 2016

Achievement: Post-season incentive package not to exceed a total of \$7,500. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$500 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Right to conduct basketball camps and All-Star Game for personal benefit.
- Permission to contract independently with and receive compensation directly from a radio station approved by the University for purposes of participating in a "Coach's Show."
- Entitled to two tickets to Grizzly Athletics events.
- Two year contract.
- \$10,000 early cancellation clause.

Name/Position: Chad M. Van Riessen, Assistant Basketball Coach

FY15 Salary: \$33,582.00 annually for the contract period of July 1, 2014 – June 30, 2015

Achievement: Post-season incentive package not to exceed a total of \$3,750. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$250 for first or second place) and ends with the NJCAA National Championship..

Other/Comments:

- Entitled to two tickets to Grizzly Athletics events.
- One year contract.
- \$5,000 early cancellation clause.

Name/Position: Paula M. Wiedemann, Head Volleyball Coach

FY15 Salary: \$51,520.00 annually for the contract period of July 1, 2014 – June 30, 2016

Achievement: Post-season incentive package not to exceed a total of \$7,500. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$500 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Right to conduct volleyball camps and USVBA Junior Olympics Program for personal benefit.
- Permission to contract independently with and receive compensation directly from a radio station approved by the University for purposes of participating in a "Coach's Show."
- Entitled to two tickets to Grizzly Athletics events.
- Two year contract.
- \$10,000 early cancellation clause.

Name/Position: Briana Walsh, Assistant Volleyball Coach

FY15 Salary: \$33,582.00 annually for the contract period of July 1, 2014 – June 30, 2015

Achievement: Post-season incentive package not to exceed a total of \$3,750. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$250 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Entitled to two tickets to Grizzly Athletics events.
- One year contract.
- \$5,000 early cancellation clause.

III.C.5.

RECOMMENDED ACTION – Approval of Expenditures to Implement Student-Approved Capital Projects.

The following resolution was moved by _____ and seconded by _____:

WHEREAS, the Capital Projects Committee has reviewed and approved the Capital Projects for a vote by the student body; and

WHEREAS, the Chancellor has endorsed these projects for inclusion on the student ballot; and

WHEREAS, the student body has voted to expend Capital Project funds (\$10,000) to improve and create a patio in front of Lybyer Technology Center on Missouri State-West Plains campus; and

WHEREAS, the student body has voted to use (\$7,000) of Capital Project funds for Hydration Stations in Lybyer Technology Center, Melton Hall, Looney Hall, Kellett Hall, and Garnett Library on Missouri State-West Plains campus; and

WHEREAS, the student body has voted to use (\$7,250) of Capital Project funds for adding automatic assistance doors to the Student Recreation Center and Putnam Student Center to assist students as well as community members who require ADA assistance on the Missouri State-West Plains campus, and

WHEREAS, the student body has voted to expend Capital Project funds (\$5,000) for Campus Beautification on Missouri State-West Plains campus; and

WHEREAS, funds exist in the Capital Projects Account to implement the projects approved by the students;

BE IT RESOLVED by the Board of Governors for the Missouri State University that an expenditure of Capital Funds, not to exceed the levels listed, is authorized to implement the project as voted on by the students.

VOTE: **AYE** _____

NAY _____

COMMENTS:

Lybyer Patio Area: The Lybyer Technology Center (currently plant area) will be turned into an attractive patio. Patio bricks/stone will be placed down and the current concrete planter will open up 16 feet in the center to give another walkway from the parking lot to the doors. There will be a 3'x3' Grizzly Logo in the center of the patio. The cost of the project is about \$10,000. Any funds that are not used will remain in the capital projects account.

Campus Hydration Stations: The Hydration Stations deliver a clean, quick water bottle fill and enhances sustainability by minimizing our dependency on disposable plastic

bottles. The Hydration Stations provide one solution for all drinking water needs. Whether to fill a sport bottle or just grab a quick drink from the water fountain, the Hydration Stations will meet all needs in one location. Students will be able to fill up their water bottles with ease at five new locations around campus, including; Lybyer Technology Center, Melton Hall, Looney Hall, Kellett Hall, and the Library. Each station will cost \$1,400 each for station and installation, totaling to \$7,000.

Automatic Assistance Doors: Funds will be used to add automatic assistance doors to the Student Recreation Center and Putnam Student Center. This will benefit current students as well as community members who require ADA assistance while on the campus of Missouri State University - West Plains. The total cost of this project will be around \$7,250 to be paid out of the Capitol Project Fund.

Campus Beautification: \$5,000 of Capital Projects fund to be used for Campus Beautification. The funds will be used to purchase plants, mulch, benches, or equipment to maintain the campus grounds.

III.D.1.

RECOMMENDED ACTION - Approval of Wyrick expenditures passed by student vote April 2014 to be implemented in FY 2015.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Wyrick Commission reviewed and approved seven proposals which were voted on by the student body; and

WHEREAS, President Smart endorsed all projects for inclusion on the student ballot; and

WHEREAS, the student body voted to expend up to a total of \$341,533.50 in Wyrick funds; \$144,650 in Wyrick funds for Construction of Net Around Betty and Bobby Allison Recreational Field by a vote of 1121 in favor and 346 opposed, and \$82,483.50 in Wyrick funds for PSU Outdoor Tables by a vote of 980 in favor and 479 opposed, and \$114,400 in Wyrick funds for Campus Security Cameras by a vote of 1251 in favor and 250 opposed; and

WHEREAS, funds exist in the Wyrick account to implement these projects as approved by the students.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Governors of Missouri State University that an expenditure of Wyrick funds, not to exceed \$341,533.50 as authorized by the Wyrick Commission and voted on by the students, be made to implement these projects.

VOTE: **AYE** _____

NAY _____

COMMENTS: Seven projects were submitted to the Wyrick Commission for review and approval. These proposals were recommended to President Smart for his review and approval and for inclusion in the ballot. The seven proposals were then brought before the student body for voting. Also approved, but not funded due to limited funds, were Bear Line Shuttle Stop Bench with a projected cost of \$2,264.90 and Key Card Reader at Betty and Bobby Recreation Fields with a projected cost of \$25,520. Proposals for Motorcycle Tie Downs and A/V System Renovations failed. The total funds available, approximately \$342,235.90, will cover the cost of this project. Any remaining fund balance from the FY14 Wyrick funds will be available for next year or subsequent years.

III.E.1.

RECOMMENDED ACTION - Approval of Procurement Activity Report

The following resolution was moved by _____
and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for all reportable actions since the last Board of Governors' meeting, as presented by the Office of Procurement Services, be approved.

VOTE: **AYE** _____
 NAY _____

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from January 23, 2014 through April 29, 2014 be approved.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES**

FOR APPROVAL

Exercise of contract renewal option for the purchase of goods and services estimated at or > \$100,000

Governmental Consulting Services	\$100,000.00
Government Relations	(Estimated)

Recommend approval to renew Contract 6071-1 with Patton Boggs LLP for governmental consulting services for the period of July 1, 2014 through June 30, 2015. This represents the first of four available contract renewal options. Service rates will remain unchanged in accordance with the contract.

Note: Funding to be from the FY15 operational budget, subject to Board approval.

Single Feasible Source > \$100,000

Dining Center Furniture	\$154,991.00
Residence Life, Housing and Dining Services	

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, request approval to issue a purchase order to the Grand Rapids Chair Company for new dining center furniture for the core eating areas in Blair-Shannon House.

In 2012, a major renovation was completed on the west side of the Blair-Shannon dining center, now referred to as the Bear's Den. As a result of a competitive bid process, the required dining center furniture was purchased from the Grand Rapids Chair Company.

The purchase of new furniture for the core eating areas has been requested to match the furniture purchased in 2012 for the Bear's Den. The use of Grand Rapids Chair Company is necessary to ensure a match with the existing furniture.

Recommend purchase order be issued to Grand Rapids Chair Company.

Note: Funding to be from the FY14 operational budget.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE TWO**

Exercise of contract renewal option for the purchase of goods and services estimated > \$100,000

**Elevator Maintenance Services \$511,560.00
All Campuses (Estimated)**

Recommend renewal of Contract 4966-1 with KONE Elevator to provide elevator maintenance services for the period July 1, 2014 through June 30, 2015. This is the fourth of six available contract renewal options. Contract prices will increase by four percent (4%) as provided for in the contract. There are currently 100 elevators covered by this contract.

Note: Funding to be from the FY15 operational budget, subject to Board approval.

FOR INFORMATIONAL PURPOSES ONLY

Single purchase >\$25,000 < \$100,000 from established cooperative contract

**Oracle Software License Renewal \$25,473.66
Computer Services**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, Missouri State University is utilizing the State of Missouri contract, C700313001, to renew the Oracle software licenses on campus.

The software includes Tuning Pack, Diagnostics Pack and a Database Gateway for DRDA. These tools are used to perform a comprehensive set of real-time and automatic performance diagnostics. They also facilitate improvement of application performance through real-time monitoring of database operations and built-in tuning advisors.

A purchase order has been issued to Oracle America Incorporated.

Note: Funding to be from the FY14 operational budget.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE THREE**

Single purchase >\$25,000 < \$100,000 that was competitively bid

Tablet Software **\$28,600.00**
President's Office

An RFP was issued to solicit proposals for a software application that would allow the Board of Governors to use technology to review its agendas, attachments and make annotations from mobile tablets. Three vendors responded to the RFP: Board Advantage, Diligent Board, and NASDAQ OMX Corporate Solutions.

An evaluation committee reviewed the software and found that NASDAQ OMX'S Director's Desk Software met all of the University's criteria. A two-year contract has been awarded to NASDAQ OMX Corporate Solutions.

Note: Funding to be from the FY14 Board of Governors and the President's Office operational budgets.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

Federal Perkins Loan Program Administration Services **\$28,720.00**
Financial Services **(Estimated)**

Contract 5273-1 with ACS Education Services Incorporated will be renewed in order to provide Federal Perkins Loan Program administration services for the period April 21, 2014 through April 20, 2015. This is the third of four (4) available contract renewal options. Contract prices will remain unchanged.

Note: Funding to be from the FY14 operational budget.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE FOUR**

Single purchase > \$25,000 < \$100,000 from established cooperative contract

**Audio-Visual Equipment \$28,988.80
Classroom Instructional Technology**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, Missouri State University utilized the Educational and Institutional Cooperative Purchasing (E and I) contract, CNR-01317, with SKC Communication Products LLC to purchase a variety of audio-visual equipment to upgrade classroom instructional technology and Crestron control systems for Glass Hall Rooms 101 and 102.

This purchase was approved by the Information Technology (IT) Council as part of the annual classroom upgrade process for new classroom installations and life-cycle upgrades.

A purchase order has been issued to SKC Communication Products LLC.

Note: Funding to be from the Student Computer Usage Fee (SCUF) carry-forward projects budget.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

**Kitchen Hood Exhaust Systems Cleaning Services \$29,450.00
Campus Food Services (Estimated)**

Contract 4976-1 with Hydro-Clean LLC to provide kitchen hood exhaust systems cleaning services for campus food services for the period of May 17, 2014 through May 16, 2015 has been renewed. This is the fourth of four available contract renewal options. Prices will remain unchanged in accordance with the contract.

Note: Funding to be from the FY14 operational budget.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE FIVE**

Single purchase > \$25,000 < \$100,000 from established cooperative contract

Medical Emergency Equipment **\$31,554.70**
Center for Resource Planning and Management

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, Missouri State University, on behalf of the Homeland Security Regionalization project, has issued a purchase order to Physio Control Incorporated, utilizing the General Services Administration contract Federal Supply Schedule V797D-30038, for the purchase of medical emergency equipment.

A medical rapid response trailer was purchased in 2007. Funding was approved to sustain the critical medical equipment for the trailer. Several of those items have reached their life expectancy. This purchase is for the LIFEPAK 15, which is an emergency response monitor and defibrillator.

Note: Funding to be from the FY11 Homeland Security Regionalization Program.

Single purchase > \$25,000 < \$100,000 that was competitively bid

HTP Manipulator **\$33,423.91**
Research and Economic Development

Only one bid was received for the purchase of an HTP Manipulator by Research and Economic Development. The HTP Manipulator will be used as a sample manipulation stage in a custom built vacuum system that houses ultraviolet photoelectron spectroscopy and x-ray photoelectron spectroscopy characterization equipment at the Jordan Valley Innovation Center (JVIC). This new sample manipulation stage will enhance the data produced by these spectroscopy techniques by allowing heating, cooling, and variable angle positioning of the material to be analyzed.

A purchase order has been issued to VG Scienta Incorporated.

Note: Funding to be from the FY14 Missouri Technology Corporation Grant and match account.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE SIX**

Single Feasible Source > \$25,000 < \$100,000

**Power Hawk System \$34,380.00
Homeland Security Regionalization Grant Program**

Missouri State University, on behalf of the Homeland Security Regionalization Grant Program, Contract EMW-2013-SS-0023-5760, has purchased the Power Hawk system. This equipment is manufactured and distributed by Northrop Grumman REMOTEC and will be used by the Springfield Fire Department.

The Power Hawk system is an attachment for the Andros F6A, an unmanned remote bomb disposal robot that is currently owned and operated by the Springfield Fire Department's Bomb Squad. Once attached to the Andros F6A, this equipment will provide the fire department's bomb technicians with the capability to remotely perform functions such as forcible entry, remote cutting operations, opening vehicle doors, hoods, trunks, and other load carrying areas and more while maintaining a safe distance.

Utilizing advanced aerospace actuation technology, the Power Hawk system delivers forces greater than similar class hydraulic jaws-type tools, and is the only manufacturer that offers an articulated track design.

A purchase order has been issued to Northrop Grumman REMOTEC.

Note: Funding to be from Homeland Security Regionalization Grant Program.

Single Feasible Source > \$25,000 < \$100,000

**FEI Scanning Electron Microscope Service and Support Agreement \$34,440.00
College of Natural and Applied Sciences**

In 2008, the University competitively procured a Field Emission Scanning Electron Microscope for the Department of Physics, Astronomy and Materials Science from FEI Company. The warranty for this equipment has expired and the department purchased a service agreement from the vendor to continue the service and support of the equipment.

The service agreement will cover regular maintenance as well as one-time issues due to equipment malfunctions. The coverage period is February 9, 2014 through February 8, 2015.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE SEVEN**

Note: Funding to be from the FY14 operational budget.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

**Insurance for Study Abroad Travel \$40,000.00
Study Away (Estimate – Funded by Students)**

Contract with HTC has been renewed in order to provide health insurance for student study abroad travel for the period January 1, 2014 through January 1, 2015. This is the first of nine (9) available contract renewal options. Contract prices will remain unchanged.

Note: Funding to be from the FY14 designated Study Away funds, with full reimbursement by student participants.

Single purchase > \$25,000 < \$100,000 that was competitively bid

**Renovation of Space at Meyer Alumni Center \$53,531.50
University Advancement**

In response to the solicitation of competitive bids in the fall of 2013, one acceptable quotation was received for the renovation of Suites 505 and 600N in the Meyer Alumni Center. This renovation was required to accommodate the move of Web and New Media from the Park Central Office Building (PCOB), and for building renovation of spaces occupied by Advancement, Communications and Publications.

Bids for the above work were requested from HA Construction, Artisan Construction, and Brooks Plastering by the Alumni Center building foreman. HA Construction provided a complete bid in the amount of \$52,200.00, Artisan declined to bid due to the small size of the job, and Brooks submitted a bid for the drywall portion only. As a result, HA Construction was selected to perform the required renovation.

Renovation of Suite 303 in the Alumni Center is now required to accommodate the University's new Vice President for Marketing and Communications. Based on the results of the previous bid as noted above, and the urgency to have the work completed before the new Vice President begins employment, a decision was made to offer the Suite 303 renovation to HA Construction.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE EIGHT**

A quote in the amount of \$53,531.50 was obtained for the Suite 303 renovation and a purchase order has been issued to HA Construction.

Note: Funding to be from the President's Enhancement budget.

Single purchase > \$25,000 < \$100,000 from established cooperative contract

Video Teleconferencing Systems **\$55,757.63**
Office of the Provost

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, Missouri State University utilized the Educational and Institutional Cooperative Purchasing (E and I) contract CNR-01317 with SKC Communication Products LLC to purchase three (3) digital ITV codecs and the necessary accompanying hardware.

Acquisition of these digital ITV systems is necessary due to the industry transition from analog to digital devices. Once the current classroom technology reaches its end-of-life, there will no longer be analog-compatible devices on the market to purchase, and the existing analog codecs will not be able to communicate with current technology, thereby rendering them obsolete. Therefore, a proposal has been made to upgrade all of the current ITV systems over the next five (5) years.

This purchase will provide new digital ITV systems for three classrooms: Glass 236 and Karls 239 on the Springfield campus, and Williams 130 on the Neosho campus. Multi-point video conference (ITV) units currently provide Missouri State University with the ability to connect multiple sites together in a conference. This technology allows instructors at various campus locations to simultaneously provide learning content to students at multiple locations and is a vital part of the Outreach Program.

Note: Funding to be from the Office of the Provost carry-forward funds.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE NINE**

Single Feasible Source > \$25,000 < \$100,000

Phoenix Geophysics Magnetotelluric Imaging System **\$57,200.00**
Geography, Geology and Planning

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the Geography, Geology and Planning department is purchasing a Magnetotelluric Imaging System from Phoenix Geophysics Limited.

This instrument records electromagnetic energy from 0.00002 to 10,000 seconds in the form of five (5) channels that collect the electrical fields in two directions and the magnetic fields in three directions. These electromagnetic fields allow one to determine the electrical resistivity structure of the earth from near the surface down to 200 kilometers, depending on the Earth's resistivity structure.

Imaging systems can be used in tectonic, geothermal, mineral, and petroleum exploration applications. The system is completely computer-controlled with wizards that make it easy for beginners to use, and it is completely compatible with any type of electrodes.

Features that are unique to this system are the period ranges that it records. No other instrument can record electromagnetic energy in the periods between 0.00002 to 10,000 seconds. The later period is critical in studying tectonic environments and geothermal systems. Such periods are needed to record deep electromagnetic signals and electromagnetic signals in highly conductive environments.

The Magnetotelluric Imaging System will be used by three (3) faculty members within the department, five (5) graduate and undergraduate research students and twenty (20) other students. It will also be used in the GEO 590/690 and GEO 594/694 classes. Additionally, the system will be used in National Science Foundation (NSF) and industry-funded research in Antarctica, Ethiopia and Zambia and, if funded, it will be used in NSF research in South Dakota and Bolivia.

Based on the proprietary nature of the system's processing software, a single feasible source is believed to exist, and a purchase order has been issued to Phoenix Geophysics Limited.

Note: Required funding to be from the FY14 operational budget, the FY14 indirect grant account and the FY14 4D Anatomy of Continental Rifts grant account.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE TEN**

Single Feasible Source > \$25,000 < \$100,000

Donor Incentives	\$60,000.00
Broadcast Services – Ozarks Public Television (OPT)	(Estimated)

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University will issue orders to Forest Incentives for donor incentives.

It is standard practice in public television fundraising for donors to make a financial contribution to the station and receive, in exchange, a premium or thank-you gift. These premiums are generally books, CDs or DVDs related to the program the donor is viewing.

Public Broadcast Service (PBS) has negotiated discounted pricing with Forest Incentives for its member stations. Forest Incentives is a national premium supplier, specializing in providing fundraising premiums to public television stations. The company is the leading supplier of these premiums across the public broadcasting system, offering selected items to stations at a reduced cost.

As a PBS affiliate, Ozarks Public Television (OPT) is required to utilize Forest Incentives, and in most instances, Forest Incentives has the exclusive rights to distribute items.

OPT has worked with Forest Incentives for many years to meet its pledge fulfillment needs. As is typical in public television fundraising, a portion of the on-air fundraising revenue will reliably be used to acquire premiums.

Using totals from prior years, combined with FY13 fundraising projections, the University is able to estimate that OPT will spend approximately \$60,000 with Forest Incentives throughout the fiscal year to secure items related to the fundraising programming provided by PBS and other national program distributors.

Note: Funding to be from the FY14 operational budget, subject to Board approval.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE ELEVEN**

**Exercise of contract renewal option for the purchase of goods and services estimated
> \$25,000 < \$100,000**

**Avatar Academic Software Renewal \$60,441.00
Human Resources**

The Office of Human Resources is renewing year five of a five-year contract to provide an Internet-based subscription license that was competitively bid in 2010 as part of the University's human resources workforce support systems.

Avatar Academic supports over 4,000 faculty, staff, and student employees, provides full-time and part-time professional development opportunities, documents and records training, and assists in managing compliance requirements for the University.

The system is utilized by over 35 other University units, including Human Resources, to provide instructor-led classes, web-based training and blended learning sessions for employee development and compliance.

A purchase order has been issued to Generation Ready, Incorporated.

Note: Funding to be from the FY14 operational budget.

**Exercise of contract renewal option for the purchase of goods and services estimated
> \$25,000 < \$100,000**

**Fire Detection and Suppression Systems Inspection and Testing Services \$68,408.00
Campus Wide (Estimated)**

Contract 6178-1 with Cintas Fire will be renewed in order to provide fire detection and suppression systems inspection and testing services for the period April 1, 2014 through March 31, 2015. This is the first of four available contract renewal options. Contract prices will remain unchanged.

Note: Funding to be from the FY14 operational budget.

**ACTIVITY REPORT
PAGE TWELVE**

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

Custodial Services and Supplies **\$72,302.00**
Administrative and Information Services **(Estimated)**

Contract 6277-1 with Brokate Janitorial to provide custodial services and supplies for the Brick City Office Building for the period of July 1, 2014 through June 30, 2015 has been renewed. This is the first of four available contract renewal options. Prices will remain unchanged in accordance with the contract.

Note: Funding to be from the FY14 operational budget.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

Collection Agency Services – Accounts Receivable **\$78,453.00**
Financial Services **(Estimated)**

Contract 5275-2 with National Credit Management will be renewed in order to provide collection agency services for Accounts Receivable for the period May 18, 2014 through May 17, 2015. This is the third of four (4) available contract renewal options. The share ratio for collections on bad debts will continue to be 79% for the University and 21% for the contractor.

Note: Funding to be from the FY14 operational budget.

Single purchase > \$25,000 < \$100,000 from established cooperative contract

IBM Blade and Storage Enhancement **\$78,853.17**
Computer Services

Huber and Associates is the IBM software and hardware provider for the State of Missouri and currently has a contract to provide BM hardware and software, at a discount, for the state agencies that qualify.

January 23, 2014 through April 29, 2014

**ACTIVITY REPORT
PAGE THIRTEEN**

In January of 2013, Computer Services improved the strength, speed and functionality of its university-wide servers by purchasing one IBM Blade and associated disk storage. Implementing Blade technology allowed the University to replace multiple outdated servers with a more robust and flexible single piece of hardware.

The addition of these new IBM Blade servers and associated disk storage will allow the University to meet the increasing needs of our Springfield and West Plains user communities by enhancing the speed and performance of various systems.

A purchase order has been issued to Huber and Associates.

Note: Funding to be from the FY14 Computer Services operational budget and the FY14 Technology Projects budget.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

Residence Hall Cleaning Services	\$82,155.54
Residence Life, Housing and Dining Services	(Estimated)

Contract 5191-1 with ServiceMaster will be renewed in order to provide residence hall cleaning services for the period May 1, 2014 through April 30, 2015. This is the third of four available contract renewal options. Contract prices will increase by two percent (2%) as provided for in the contract. The amount shown above includes the cleaning of Fruedenberger House, Kentwood Hall, Scholars House, Sunvilla Towers, Woods House and the Monroe Apartments during the renewal period.

Note: Funding to be from FY14 operational budget.

January 23, 2014 through April 29, 2014

III.F.1.

RECOMMENDED ACTION - Approval of Activity Report for the month of January 2014.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of January 2014, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
PLANNING, DESIGN & CONSTRUCTION**

January 2014

This report documents activities managed by Planning, Design & Construction for the month of January 2014. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

January 7, 2014

ATM Relocation **Project Budget**
Parking Lots **\$56,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$2,095.91. This is the first change order on this project. Work added under this change order includes cutting and removing the existing asphalt paving around the location of the ATM island and replacing it with concrete pavement. The contract amount will be increased to \$25,448.20. This project is being funded by the Athletics and Recreation Field Improvements budget.

2014 On-Call Asbestos Abatement **Project Budget**
Remove Asbestos, Garnett Library, West Plains Campus **\$40,000.00**

A work order was issued to Gerken Environmental Enterprises, Inc. in the amount of \$6,136.86 for asbestos tile and mastic removal in room 106 of Garnett Library on the West Plains campus. This is the third Work Order issued under the On-Call Asbestos Abatement contract. Following issuance of this work order, the balance available for use on this contract for the current fiscal year stands at \$27,096.48. This work is being funded by the Garnett Library Install Shelving budget.

Replace Pool HVAC System **Project Budget**
Hammons Student Center **\$475,000.00**

A change order was signed with Gold Mechanical, Inc. in the amount of \$2,444.36. This is the second change order on this project. Work added under this change order includes relocating a controller and additional testing and balancing for the system. The contract amount will be increased to \$425,360.81. This project is being funded by the HVAC System Replacement – Hammons Student Center budget.

January 9, 2014

Reroof Sections – Phase II **Project Budget**
Juanita K. Hammons Hall for the Performing Arts **\$350,000.00**

A change order was signed with Tremco Incorporated in the amount of \$1,405.36. This is the second change order on this project. Work added under this change order includes replacement of the flashing at the stage fly smoke relief doors. The contract amount will be increased to \$261,685.34 and fifty-eight calendar days will be added to the contract completion date. This project is being funded by the Hammons Hall South Roof Replacement budget.

**Carpet Replacement
Juanita K. Hammons Hall for the Performing Arts**

**Project Budget
\$330,000.00**

A change order was signed with Flooring Systems, Inc. in the amount of \$4,199.00. This is the second change order on this project. Work added under this change order includes replacing the carpet in room 360A and modifications to the stair nosings. The contract amount will be increased to \$268,819.00. This project is being funded by the Juanita K. Hammons Hall for the Performing Arts Foundation budget.

**Water Infiltration Study at the Mechanical Penthouses
Meyer Library**

A contract was signed with Structural Engineering Associates, Inc. for services in conjunction with a study to determine the cause of water infiltration at the mechanical penthouses on the west roof of Meyer Library, provide recommendations for repairs, and estimate associated costs. The fixed fee for the consultant's work is \$7,200.00. This project is being funded by the Facilities and Maintenance budget.

January 15, 2014

**Design and Construction of a Rappelling Tower
Springfield Campus**

A contract was signed with J&M Engineering, Inc. for services in conjunction with the schematic design of a new rappelling tower and cost estimate for the Military Science Department on the Springfield Campus. The hourly not-to-exceed fee for the consultant's work is \$1,760.00. This project is being funded by the ROTC Building budget.

January 16, 2014

**2014 On-Call Asbestos Abatement
Remove Asbestos, Suite 203, Cheek Hall**

**Project Budget
\$40,000.00**

A work order was issued to Gerken Environmental Enterprises, Inc. in the amount of \$2,613.21 for asbestos tile and mastic removal in Suite 203 in Cheek Hall. This is the fourth Work Order issued under the On-Call Asbestos Abatement contract. Following issuance of this work order, the balance available for use on this contract for the current fiscal year stands at \$24,483.27. This work was paid for from the FY14 Deans' Maintenance and Repair Priorities budget.

**Modifications to the First and Third Floors
Bill R. Foster and Family Recreation Center**

**Project Budget
\$9,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$949.98. This is the first change order on this project. Work added under this change order includes relocating the existing display monitor in the vending area and electrical modifications. The contract amount will be increased to \$7,991.35 and twenty-nine calendar days will be added to the contract completion date. This project is being funded by the Foster Recreation Center – Administration budget.

**ATM Relocation
Parking Lots**

**Project Budget
\$56,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$1,320.00. This is the second change order on this project. Work added under this change order includes additional cost to perform work during the weekend due to scheduling conflicts caused by weather delays. The contract amount will be increased to \$26,768.20 and fourteen calendar days will be added to the contract completion date to allow for delays caused by unsatisfactory weather and coordination with Commerce Bank. This project is being funded by the Athletics and Recreation Field Improvements budget.

**Replace Pool HVAC System
Hammons Student Center**

**Project Budget
\$475,000.00**

A change order was signed with Gold Mechanical, Inc. for extension of the contract completion date by forty-eight calendar days due to necessary electrical modifications. This is the third change order on this project. The contract amount will remain unchanged at \$425,360.81. This project is being funded by the HVAC System Replacement – Hammons Student Center budget.

January 17, 2014

**Athletic and Recreation Field Improvements
Springfield Campus**

**Project Budget
\$27,072,076.00**

A change order was signed with DeWitt and Associates, Inc. in the amount of \$1,722,190.00. This is the first change order on this project. Work added under this change order includes the addition of donor recognition signage at the lacrosse and field hockey, sand volleyball, and track and soccer venues. The contract amount will be increased to \$23,546,790.00. This project is being funded by the President’s Program Enhancement, Administrative and Information Services, and Allison Fields Signage Foundation budgets.

January 22, 2014

**Fire Sprinkler Modifications to Room 109
Hammons House**

**Project Budget
\$2,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$1,390.45. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes relocating existing sprinkler heads and installing additional sprinkler heads in order to accommodate renovations to the area.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,390.45
Project Administration	109.55
Construction Contingency	500.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$2,000.00

This project is being funded by the Residence Life Refurbishing budget.

**Jim D. Morris Basketball Complex
John Q. Hammons Arena**

**Project Budget
\$3,700,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$103,440.00. This is the third change order on this project. Work added under this change order includes relocating two floor openings to accommodate duct work, installing an additional shower valve in the women's shower room, and modifying the electrical plans. The contract amount will be increased to \$3,040,244.00 and twenty-three calendar days will be added to the contract completion date. This project is being funded by the John Q. Hammons Locker Room Infill budget.

January 23, 2014

**Refinish Floor on 2nd Level
Roy Blunt Jordan Valley Innovation Center**

**Project Budget
\$12,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$11,086.07. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes recoating the epoxy floor in the lab space in room 203.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	11,086.07
Project Administration	100.00
Construction Contingency	813.93
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$12,000.00

This project is being funded by the Jordan Valley Innovation Center Rental budget.

**Athletic and Recreation Field Improvements
Springfield Campus**

Following the January Board of Governors' Executive Committee meeting, a contract was signed with Palmerton & Parrish, Inc. for services in conjunction with the material testing and special inspections required for the athletic and recreation field improvements. The hourly not-to-exceed fee for the consultant's work is \$65,250.00. This project is being funded by the President's Program Enhancement, Administrative and Information Services, and Allison Fields Signage Foundation budgets.

January 28, 2014

**Central Chilled Water System Connection
Meyer Library**

**Project Budget
\$215,000.00**

A change order was signed with Mechanical Services, Inc. in the amount of \$409.47. This is the first change order on this project. Work added under this change order includes electrical modifications to accommodate freeze protection equipment for the piping. The contract amount will be increased to \$168,409.47. This project is being funded by the President's Revolving Energy Fund and Operating Maintenance and Repair budgets.

January 30, 2014

**Fire Sprinkler Modifications to Room 109
Hammons House**

**Project Budget
\$2,000.00**

A change order was signed with Kenmar Construction, Inc. for a deduct in the amount of (\$638.79). This is the first change order on this project. Work under this change order includes a reduction in time and materials to reflect the actual cost of the fire sprinkler modifications. The contract amount will be decreased to \$751.66 and fifteen calendar days will be deducted from the contract completion date. This project is being funded by the Residence Life Refurbishing budget.

**ATM Relocation
Parking Lots**

**Project Budget
\$56,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$1,721.20. This is the third change order on this project. Work added under this change order includes additional anchor bolts, new bollard covers, removal of existing parking lot striping, and weekend work required due to scheduling conflicts caused by inclement weather. The contract amount will be increased to \$28,489.40. This project is being funded by the Athletics and Recreation Field Improvements budget.

**Furniture Assembly
Robert W. Plaster Center for Free Enterprise and Business Development**

**Project Budget
\$700.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$311.46. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes assembling furniture for the Engineering Department classrooms.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 00
Construction Contracts	311.46
Project Administration	88.54
Construction Contingency	300.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$700.00

This project is being funded by the Willowbrook Renovation budget.

January 31, 2014

Refinish Floor on 2nd Level **Project Budget**
Roy Blunt Jordan Valley Innovation Center **\$11,100.00**

A change order was signed with Kenmar Construction, Inc. for a deduct in the amount of (\$3,280.00). This is the first change order on this project. Work under this change order includes a reduction in price for omitting the third coat of epoxy. The contract amount will be decreased to \$7,806.07. This project is being funded by the Jordan Valley Innovation Center Rental budget.

Modifications to Printing Services **Project Budget**
Robert W. Plaster Center for Free Enterprise and Business Development **\$50,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$29,538.43. This is the first change order on this project. Work added under this change order includes installation of a humidifier, additional lighting, and window blinds. The contract amount will be increased to \$45,368.43 and seventy-nine calendar days will be added to the contract completion date. This project is being funded by the Printing Services budget. The project budget amount listed above is the most recent approved project budget.

Modifications to Printing Services **Project Budget**
Robert W. Plaster Center for Free Enterprise and Business Development **\$50,000.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by eighteen calendar days. This is the second change order on this project. This change order revises the contract completion date at the request of the Owner to allow installation to be completed after winter break. The contract amount will remain unchanged at \$45,368.43. This project is being funded by the Printing Services budget. The project budget amount listed above is the most recent approved project budget.

III.F.2.

RECOMMENDED ACTION - Approval of Activity Report for the month of February 2014.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of February 2014, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
PLANNING, DESIGN & CONSTRUCTION**

February 2014

This report documents activities managed by Planning, Design & Construction for the month of February 2014. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

February 4, 2014

**Modifications to the First and Third Floors
Bill R. Foster and Family Recreation Center**

**Project Budget
\$9,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$662.04. This is the second change order on this project. Work added under this change order includes the installation of an additional receptacle, revisions to a video monitor mounting bracket, and additional drywall patching. The contract amount will be increased to \$8,653.39. This project is being funded by the Foster Recreation Center – Administration budget.

February 6, 2014

**Exterior Envelope Improvements for the West Grandstand
Plaster Sports Complex**

Following the January Board of Governors' Executive Committee meeting, a contract was signed with Structural Engineering Associates, Inc. for services in conjunction with the exterior envelope improvements for the west grandstand at Plaster Sports Complex. The fixed fee for the consultant's work is \$112,400.00. This project is being funded by the Plaster Sports Complex Exterior Envelope Repairs budget.

February 10, 2014

**Expansion of Wireless Network
McDonald Arena, Temple Hall, Craig Hall, and Pinegar Arena**

**Project Budget
\$12,000.00**

By utilizing the Educational and Institutional (E&I) Cooperative Contract, a proposal was requested and received for the expansion of the wireless network coverage for the arena floor at McDonald Arena; the first floor lecture halls at Temple Hall; and the office, classroom, and living areas in Pinegar Arena at the Darr Agricultural Center. Pricing was received for the work at Craig Hall, but was not awarded due to the time frame available to perform the work. A notice to proceed was issued to JMA Information Technology in the amount of \$9,229.73.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	9,229.73
Project Administration	500.00
Construction Contingency	2,270.27
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$12,000.00

This project is being funded by the Telecommunications – Operating budget.

February 11, 2014

Stage Lift Replacement Craig Hall

**Project Budget
\$375,000.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$1,249.45. This is the second change order on this project. Work added under this change order includes modifications to the trim on the front of the stage. The contract amount will be increased to \$305,062.56. This project is being funded by the Stage Lift Replacement – Craig Hall budget.

February 14, 2014

Construction of Occupational Therapy Facility

Following the December Board of Governors' Executive Committee meeting, a contract was signed with Cannon Design, Inc. for services in conjunction with the construction of a new facility to house the planned occupational therapy program. The fixed fee for the consultant's work is \$937,000.00. This project is being funded by the Occupational Therapy Building budget.

February 19, 2014

Pool Bulkhead and Window Replacement Hammons Student Center

**Project Budget
\$184,000.00**

Bids were received on February 6, 2014 for replacement of the existing swimming pool bulkhead and exterior windows at Hammons Student Center. Following the February Board of Governors' Executive Committee meeting, a notice to proceed was issued to Oke-Thomas & Associates, Inc. in the amount of \$163,746.00. This project is being funded by the Hammons Student Center Bulkhead and Window Replacement budget.

February 21, 2014

**Inside Plant Wiring Contract for Networking and Telecommunications
Springfield, Mountain Grove, and West Plains Campuses** **Project Budget
\$150,000.00**

Four proposals were received for the inside plant wiring contract for the Networking and Telecommunications department on the Springfield, Mountain Grove, and West Plains campuses. This contract provides voice and data wiring as well as on-site installation services on a unit price basis. Following the February Board of Governors' Executive Committee meeting, a notice of award was issued to TSI Technology Solutions, LLC. The cumulative total of all individual projects awarded under this contract may not exceed \$150,000.00 during the initial term of this contract or during any one-year contract renewal period. The contract shall allow for five annual renewal periods. Work performed under this contract will be paid for by the department requesting the work. From this point forward, Networking and Telecommunications will be responsible for all administration of this contract, as well as any reporting that may be requested.

**Installation of Video Board
Bill R. Foster and Family Recreation Center**

A contract was signed with Cannon Design, Inc. for services in conjunction with the installation of a video board that will replace the graphic in the stairwell window at the Bill R. Foster and Family Recreation Center. The fixed fee for the consultant's work is \$13,800.00. This project is being funded by the University Recreation Center budget.

February 24, 2014

**Exterior Envelope Improvements for the West Grandstand
Plaster Sports Complex**

A reduction in services was approved with Structural Engineering Associates, Inc. for services in conjunction with the exterior envelope improvements for the west grandstand at Plaster Sports Complex. The University requested elimination of design services required for the insulation and interior finishes of the second floor exterior walls, however, additional design services were requested to improve the ADA access to the ticket booth area and elevator lobby access on the west side of the stadium. The design services eliminated were of a greater cost than the additional services requested, therefore, reducing the contract amount by (\$28,212.00). The new contract amount is \$84,188.00. This project is being funded by the Plaster Sports Complex Envelope Repairs budget.

**Central Chilled Water System Connection
Meyer Library** **Project Budget
\$215,000.00**

A change order was signed with Mechanical Services, Inc. in the amount of \$2,639.50. This is the second change order on this project. Work added under this change order includes modifications to the piping to allow for future additional temperature sensing locations and installation of a new air separator. The contract amount will be increased to \$171,048.97. This project is being funded by the Chilled Water Meyer Library budget.

**Carpet Replacement
Juanita K. Hammons Hall for the Performing Arts**

**Project Budget
\$330,000.00**

A change order was signed with Flooring Systems, Inc. for extension of the contract completion date by fifty-two calendar days. This is the third change order on this project. This change order revises the contract completion date to accommodate the shipping delay for the revised stair nosings. The contract amount will remain unchanged at \$268,819.00. This project is being funded by the Juanita K. Hammons Hall for the Performing Arts Foundation budget.

February 28, 2014

**Accessible Entrance Path at the Monroe Apartments
Parking Lots**

**Project Budget
\$12,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$8,983.99. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes improvements to the accessible entrance path into the Monroe Apartments to allow better access to the main entry doors on the building's south side.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	8,983.99
Project Administration	470.01
Construction Contingency	2,546.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$12,000.00

This project is being funded by the Residence Life Refurbishing budget.

**Floor Finish Mock-Up
Pummill Hall**

**Project Budget
\$3,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$2,350.02. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes a floor finish mock-up to determine the suitability of various floor finishes for the renovation of Pummill Hall.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	2,350.02
Project Administration	149.98
Construction Contingency	1,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$3,500.00

This project is being funded by the Pummill Hall Renovation budget.

**New Shuttle Stop Shelter on Madison Street
Transitways**

**Project Budget
\$62,785.00**

Bids were received for installation of a new shuttle stop shelter on Madison Street near John Q. Hammons Parkway. A notice to proceed was issued to Oke-Thomas & Associates, Inc. in the amount of \$51,090.00.

The bids received on this project are as follows:

Contractor	Base Bid	Alternate 1	Total
Oke-Thomas & Associates, Inc.	\$49,170.00	\$1,920.00	\$51,090.00
Kenmar Construction, Inc.	\$47,800.00	\$4,250.00	\$52,050.00
Bales Construction Co., Inc.	\$52,500.00	\$1,800.00	\$54,300.00
Nesbitt Construction	\$54,900.00	\$1,525.00	\$56,425.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	51,090.00
Project Administration	500.00
Construction Contingency	11,195.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$62,785.00

This project is being funded by the Wyrick – FY14 Shuttle Stop budget.

III.F.3.

RECOMMENDED ACTION - Approval of Activity Report for the month of March 2014.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of March 2014, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
PLANNING, DESIGN & CONSTRUCTION**

March 2014

This report documents activities managed by Planning, Design & Construction for the month of March 2014. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

March 5, 2014

**Modifications to Room 106
Garnett Library, West Plains Campus**

**Project Budget
\$150,000.00**

A change order was signed with Feller Construction, Inc. for a deduct in the amount of (\$347.60). This is the first change order on this project. This change order includes the elimination of carpet removal and also includes an increase in contract completion date due to shipping delays for the compact shelving. The contract amount will be decreased to \$25,326.94 and six calendar days will be added to the contract completion date. This project is being funded by the Missouri State University – West Plains – Garnett Library, Friends of the Garnett Library, and West Plains Chancellor’s Office budgets.

March 13, 2014

**Construction of
Occupational Therapy Facility**

Additional services were approved with Cannon Design, Inc. for services in conjunction with the construction of a new facility to house the planned occupational therapy program. The University requested additional design services to accommodate the need of a larger facility than what was originally planned. The additional service amount is \$384,000.00. The new contract amount is \$1,321,000.00. This project is being funded by the Occupational Therapy Building budget.

March 18, 2014

Additional services were approved with Butler, Rosenbury & Partners for services in conjunction with the renovation of Kentwood Hall, Hammons House, and Hutchens House. The University requested that the scope of the renovation be expanded to include several areas in the basement of Hammons House and Hutchens House. The additional services amount is an hourly not-to-exceed fee of \$4,860.00. The new contract amount is \$166,860.00. This project is being funded by the Hammons and Hutchens Refurbishing budget.

March 19, 2014

**Exterior Envelope Repairs
Roy Blunt Jordan Valley Innovation Center**

**Project Budget
\$445,000.00**

A change order was signed with Rich Kramer Construction, Inc. for a deduct in the amount of (\$4,000.00). This is the second change order on this project. This change order includes the assessment of sixteen days of liquidated damages due to the contractor not meeting the contract completion date. The contract amount will be decreased to \$363,388.00. This project is being funded by the Jordan Valley Innovation Center Exterior Envelope Repairs budget.

**Roof Replacement
Hutchens House**

**Project Budget
\$550,000.00**

A proposal was received for the work related to the roof replacement at Hutchens House. Following the March Board of Governors' Executive Committee meeting, a notice to award was issued to Weatherproofing Technologies Incorporated in the amount of \$504,677.49. This project is being funded by the Hutchens Roof Replacement budget.

**Computer Lab Renovation
Glass Hall**

**Project Budget
\$510,000.00**

Bids were received on March 6, 2014 for the renovation of the existing computer lab located in Glass Hall rooms 228, 229, 231, 232, 234, and 235. Following the March Board of Governors' Executive Committee meeting, a notice to proceed was issued to Mechanical Services, Inc. in the amount of \$304,715.00. This project is being funded by the Renovate Glass Hall Computer Lab budget.

**2014 Residence Life Refurbishing
Kentwood Hall**

**Project Budget
\$2,520,030.00**

Bids were received on March 6, 2014 for the renovation of Kentwood Hall student rooms to include floors two through six. Following the March Board of Governors' Executive Committee meeting, a notice to proceed was issued to Carson-Mitchell, Inc. in the amount of \$1,778,078.00. This project is being funded by the Renovate Kentwood Refurbishing budget.

**Renovation of Third Floor – Phase I
Plaster Student Union**

**Project Budget
\$686,000.00**

Bids were received on March 4, 2014 for the phase one renovation of third floor of Plaster Student Union. Following the March Board of Governors' Executive Committee meeting, a notice to proceed was issued to Bailey Company, LLC in the amount of \$339,579.00. This project is being funded by the Plaster Student Union Third Floor Refresh Phase I budget.

March 24, 2014

**Floor Improvements
Blair-Shannon Dining Center**

A contract was signed with Esterly, Schneider, & Associates, Inc. for services in conjunction with the replacement of the existing linoleum flooring in the Blair-Shannon Dining Center. The hourly not-to-exceed fee for the consultant's work is \$6,500.00. This project is being funded by the Residence Life Refurbishing budget.

March 27, 2014

**Jim D. Morris Basketball Complex
John Q. Hammons Arena** **Project Budget
\$3,700,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$49,612.00. This is the fourth change order on this project. Work added under this change order includes rerouting the condensate drain, installing stand pipes for the washing machines, relocating the hydrotherapy tank drain, and electrical modifications. The contract amount will be increased to \$3,089,856.00 and twelve calendar days will be added to the contract completion date. This project is being funded by the John Q. Hammons Locker Room Infill budget.

**Jim D. Morris Basketball Complex
John Q. Hammons Arena** **Project Budget
\$3,700,000.00**

A change order was signed with DeWitt & Associates, Inc. for a deduct in the amount of (\$1,750.00). This is the fifth change order on this project. This change order includes the assessment of seven days of liquidated damages due to the contractor not meeting the contract completion date. The contract amount will be decreased to \$3,088,106.00. This project is being funded by the John Q. Hammons Locker Room Infill budget.

Refresh Paint **Project Budget
\$7,000.00**
Bill R. Foster and Family Recreation Center

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$5,586.05. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes touching up paint at various locations within the Bill R. Foster and Family Recreation Center to cover up marred walls due to heavy day-to-day use.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	5,586.05
Project Administration	576.04
Construction Contingency	837.91
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$7,000.00

This project is being funded by the Foster Recreation Center – Administration budget.

March 31, 2014

**Resurface Courts and Studios
Bill R. Foster and Family Recreation Center**

**Project Budget
\$11,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$8,975.44. This project was issued under the FY14 Job Order Contract Services agreement. Work under this project includes resurfacing the hardwood floors in the dance studios, volleyball courts and basketball courts.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	8,975.44
Project Administration	678.24
Construction Contingency	1,346.32
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$11,000.00

This project is being funded by the Foster Recreation Center – Maintenance budget.

III.F.4.

RECOMMENDED ACTION – Approval of the second renewal of the contract for the FY13 Job Order Contracting Services – Electrical Repair and Replacement.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the FY13 Job Order Contracting Services – Electrical Repair and Replacement contract be renewed with DeWitt & Associates, Inc. for July 1, 2014 through June 30, 2015.

BE IT FURTHER RESOLVED that each project done under this contact shall be paid from the budget requesting the services.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The intent of this contract is to accomplish repair and replacement projects that involve electrical systems, with the maximum expenditure per project not to exceed \$95,000.00. This contract will allow Facilities Maintenance to accomplish electrical repairs and replacements that are beyond the capability of the present staff. The cumulative total of all individual projects awarded under this contract may not exceed \$200,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$200,000.00 is exceeded. Work under this contract may be done on University properties located in Douglas, Greene, Howell, Jasper, Newton, Taney, Webster, and Wright counties.

The initial contract period expired on June 30, 2013 with options for the University to renew the contract in one year increments for a maximum total of two additional one-year periods. This is the second and final renewal on this contract. There will be no adjustment to the multipliers provided on the bid proposal during the renewal years since these multipliers are a mark-up over published wage rates. Upon renewal of the contract, a new, revised wage order will be provided to the successful contractor for their use as a basis for pricing the work. The University has been pleased with the performance of the contractor.

Upon approval of this resolution, Facilities Maintenance will be responsible for the administration of the contract and any reporting that may be requested.

III.F.5.

RECOMMENDED ACTION – Approval of the second renewal of the contract for the FY13 Job Order Contracting Services – Insulation Repair and Replacement.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the FY13 Job Order Contracting Services – Insulation Repair and Replacement contract be renewed with Gold Mechanical, Inc. for July 1, 2014 through June 30, 2015.

BE IT FURTHER RESOLVED that each project done under this contact shall be paid from the budget requesting the services.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The intent of this contract is to accomplish repair and replacement projects that involve thermal insulation on plumbing and mechanical piping and equipment, with the maximum expenditure per project not to exceed \$95,000.00. This contract will allow Facilities Maintenance to accomplish thermal insulation repairs and replacements that are beyond the capability of the present staff. The cumulative total of all individual projects awarded under this contract may not exceed \$200,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$200,000.00 is exceeded. Work under this contract may be done on University properties located in Douglas, Greene, Howell, Jasper, Newton, Taney, Webster, and Wright counties.

The initial contract period expired on June 30, 2013 with options for the University to renew the contract in one year increments for a maximum total of two additional one-year periods. This is the second and final renewal on this contract. There will be no adjustment to the multipliers provided on the bid proposal during the renewal years since these multipliers are a mark-up over published wage rates. Upon renewal of the contract, a new, revised wage order will be provided to the successful contractor for their use as a basis for pricing the work. The University has been pleased with the performance of the contractor.

Upon approval of this resolution, Facilities Maintenance will be responsible for the administration of the contract and any reporting that may be requested.

III.F.6.

RECOMMENDED ACTION – Approval of the second renewal of the contract for the FY13 Job Order Contracting Services – Plumbing Repair and Replacement.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the FY13 Job Order Contracting Services – Plumbing Repair and Replacement be renewed with Connelly Plumbing Co. for July 1, 2014 through June 30, 2015.

BE IT FURTHER RESOLVED that each project done under this contact shall be paid from the budget requesting the services.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The intent of this contract is to accomplish repair and replacement projects that involve plumbing systems, with the maximum expenditure per project not to exceed \$95,000.00. This contract will allow Facilities Maintenance to accomplish plumbing repairs and replacements that are beyond the capability of the present staff. The cumulative total of all individual projects awarded under this contract may not exceed \$200,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$200,000.00 is exceeded. Work under this contract may be done on University properties located in Douglas, Greene, Howell, Jasper, Newton, Taney, Webster, and Wright counties.

The initial contract period expired on June 30, 2013 with options for the University to renew the contract in one year increments for a maximum total of two additional one-year periods. This is the second and final renewal on this contract. There will be no adjustment to the multipliers provided on the bid proposal during the renewal years since these multipliers are a mark-up over published wage rates. Upon renewal of the contract, a new, revised wage order will be provided to the successful contractor for their use as a basis for pricing the work. The University has been pleased with the performance of the contractor.

Upon approval of this resolution, Facilities Maintenance will be responsible for the administration of the contract and any reporting that may be requested.

III.F.7.

RECOMMENDED ACTION – Approval of Sublease Agreement with the Urban Districts Alliance (UDA) for Warehouse Space in Downtown Springfield.

The following resolution was moved by _____ and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the University is authorized to enter into a sublease agreement, commencing July 1, 2014, through June 30, 2015, with the Urban Districts Alliance (UDA), for 7,320 SF of warehouse space in the Harlin Fruit buildings in Springfield, Missouri. Subject space includes 5,770 SF of open storage space at 641 West Wall and a 1,550 SF metal building immediately west of 649 West Wall, Springfield, Missouri. Cost for the lease will be one thousand three-hundred eleven dollars and fifty cents (\$1,311.50) per month for an annual cost of fifteen thousand seven-hundred thirty-eight dollars per year (\$15,738.00).

BE IT FUTHER RESOLVED that the Vice President for Administrative and Information Services be authorized to execute this agreement and renewals on behalf of the Board of Governors.

VOTE: AYE _____

 NAY _____

COMMENTS:

This lease provides space for the University’s Property Control and surplus property area.

Monthly rent shall be \$2.15/SF. Renewal options shall be recalculated annually by CPI.

The University has subleased this property from UDA since January 1, 2005.

SUBLEASE AGREEMENT

1. **Parties.** The parties to this Sublease are the Urban Districts Alliance (UDA), a not-for-profit corporation, as Sublessor. The Missouri State University (MSU) Board of Governors is the Sublessee.

2. **Premises.** UDA has approximately 20,573 square feet of space under lease in the Harlin Fruit buildings located at 641, 645 and 649 W. Wall Street, Springfield, Missouri. The sublet premises are the first floor of 641 W. Wall and a metal building with a fenced yard located just west of 649 W. Wall. These total 7,320 square feet, plus the fenced yard. See Exhibit A (2 pages) for a general plat plan.

3. **Term and Renewal Options.** The term of this Sublease commences on July 1, 2014, and expires on June 30, 2015. Lessee has the option to renew this Sublease annually beginning each July 1. Each annual option to renew the sublease shall be exercised by a notice exercising such option, sent to the notice parties identified hereafter, to be received by them no later than thirty (30) days prior to beginning of the renewal term. If any option is not timely exercised, this Sublease shall terminate at the expiration of the term then in effect, and all succeeding options shall become void.

4. **Rent.** The monthly rent shall be \$1,311.50 ($7,320 \times \$2.15 = \$15,738 / 12 = \$1,311.50$) per month (plus utilities) from July 1, 2014 to June 30, 2015. If MSU exercises its renewal option, the base rent shall be recalculated by applying the Kansas City CPI most recently published to the base monthly rent for the prior period. Utilities will be an additional charge to the resulting figure. The other lease terms, besides rent, will be unchanged. Rent is payable in advance on the 1st business day of each month. The check shall include the base rent. Checks shall be sent to: Urban Districts Alliance, 304 W. McDaniel, Springfield, MO 65806.

5. **Insurance.** UDA shall have no obligation to maintain fire, extended coverage, or general liability insurance on the premises. Nor shall UDA have the obligation to maintain any insurance on the contents of the space subleased.

6. **Taxes.** Taxes shall be paid by the building Owner.

7. **Condemnation.** Any proceeds from any condemnation action against the premises which are received by UDA shall be split with MSU, as their interests shall appear.

8. **Repairs and Maintenance.** UDA has no maintenance or repair obligations. Such obligations are the responsibility of the Owner of the building, who is responsible for all general maintenance of the premises. However, MSU agrees not to commit waste.

9. **Utilities.** MSU shall also pay the separately metered utilities for the subleased premises.

10. **Use of Premises.** MSU may carry on any activity permitted by the City Code of Springfield, Missouri.

11. **MSU Acknowledgement of Condition.** MSU has inspected the demised premises, and has ample opportunity to do so, and understands that the premises are separated from 645 W. Wall by a wall. Upon request, MSU acknowledges it will be required to allow the human entry door to 641 W.

Wall to be used by the tenant at 645 W. Wall, together with the access door in the west wall of 641 W. Wall.

12. **Installation of Interior Locks, Walls, and Partitions.** MSU shall have the right to construct, at its expense and with the prior approval of the building Owner, whatever interior walls, partitions, doors, and locks it deems necessary to secure the goods it intends to store on the demised premises. The cost of such installation shall be borne by MSU. At the request of the building Owner, MSU must remove all such installations from the premises and restore them to their original condition at the end of the term.

13. **Waiver of Liability for Damaged Goods.** Should any damage occur to goods or other property stored on the demised premises, MSU shall have no claim against UDA therefore, and waives all such claims. But if the damage is caused by failure of the building owner to maintain its maintenance or security obligations, MSU may look to building owner for compensation.

14. **Environmental Matters.** MSU shall not store any material on the premises which are toxic or are otherwise controlled or regulated as environmental hazards by the state or federal government, except as permitted by law.

15. **Mechanic's Liens and encumbrances.** MSU warrants to UDA that it will not permit any mechanic's liens or other liens or encumbrances to be asserted against the premises, and will be responsible for any and all such claims arising by reason of the activity of MSU or anyone hired by MSU.

16. **Destructions of Premises.** Should the Premises be substantially destroyed by fire or other casualty so as to be unusable for the purposes contemplated by this Sublease, the duty to pay rent shall be halted. If the Owner can restore the Premises to a suitable condition within thirty (30) days, at the option of MSU, the Sublease will resume at that point and continue upon an adjusted term to allow for the time the building was out of service.

17. **Surrender.** When any Sublease term ends for any reason, MSU shall surrender the Premises to UDA in as good condition as when received, ordinary wear and tear excepted. MSU may take with it whatever alterations and improvements material, excluding permanent fixtures, it may have installed on the Premises, if they can be removed without significant damage to the Premises. MSU shall remove such improvements if so directed by UDA at the end of the term.

18. **Default.** Should either party default in any of its obligations under this Sublease, the other party shall give ten (10) days written notice of the default and allow an opportunity to cure the default within those ten (10) days. If the default is not cured, then at the option of the non-defaulting party, and in addition to any other remedies available at law or in equity, the Sublease may be terminated. In addition and not *in lieu* of any other rights and remedies UDA may have under this Sublease or at law or in equity, in the event that MSU fails to cure any default after notice thereof, UDA may, but shall not be obligated to, cure at any time without further notice any default by MSU; and whenever UDA so elects, all costs and expenses incurred by UDA in curing a default, including, without limitation, reasonable attorneys' fees, together with interest on the foregoing sum at the rate of one and one-half percent (1 1/2%) per month, or the maximum legal rate of interest, whichever is less, shall be paid by MSU to UDA on demand, and shall be recoverable as additional rent.

19. **Quiet Enjoyment.** UDA guarantees that MSU will be able to enjoy the Premises free of any and all claims by others entitled to use, or restrict the use, of the Premises, except as stated herein.

20. **Complete Agreement.** This Sublease is the complete agreement between the parties and there are no promises or representations other than those contained in this document.

21. **Missouri Law.** The parties agree that Missouri law shall govern their relationship.

22. **Attorneys' Fees.** In the event that any suit or proceeding is commenced to enforce the terms of this Sublease or the rights and obligations of the parties to this Sublease or to determine the parties' rights and obligations under this Sublease, the prevailing party in any such suit or proceeding shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorneys' fees, costs and expenses incurred in connection with such suit or proceeding, and the non-prevailing party covenants and agrees to pay the same to the prevailing party. This provision is severable from the remaining terms of this agreement and shall survive termination of this Sublease.

23. **Notices.** Any notices required by this Sublease shall be sent:

If to UDA: Raymond Worley
Executive Director
Urban Districts Alliance
304 W. McDaniel
Springfield, MO 65806

With a copy to: Chris Weiss
Husch Blackwell
901 E. St. Louis, Suite 1800
Springfield, MO 65806

If to MSU: Ken McClure
Vice President, Administrative & Information Services
Missouri State University
901 S. National
Springfield, MO 65897

With a copy to: Office of the General Counsel
Missouri State University
205 Carrington Hall
901 S. National
Springfield, MO 65897

24. **No Brokers.** Neither party has employed a broker to assist it with this transaction.

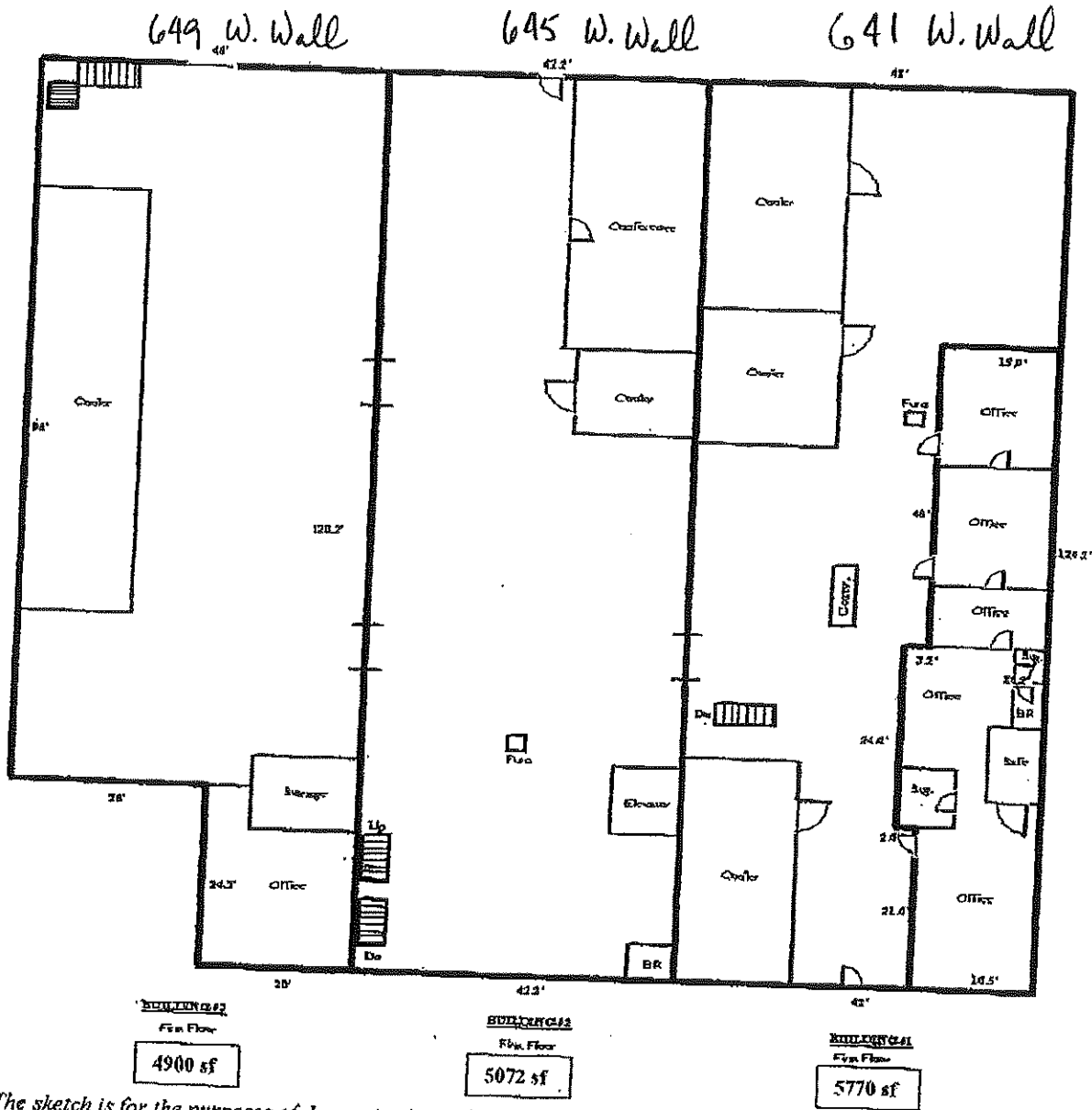
25. **Parking.** MSU shall have the non-exclusive right to use the parking lot and the common areas south of the demised premises as necessary for its purposes, but shall not store vehicles or other things on that parking lot on a permanent basis. It may store vehicles, at its own risk, inside the fenced yard of the metal building west of the main structures.

Sublessor
Urban Districts Alliance

By _____
Ryan Mooney, President Date

Sublessee
Missouri State University

By _____
Ken McClure Date
Vice President, Administrative & Information Services



*The sketch is for the purposes of demonstration only and does not represent an exact replica. The placement of lines indicating structural components and all measurements are approximate and presented only to aid the reader in visualizing the most general layout.

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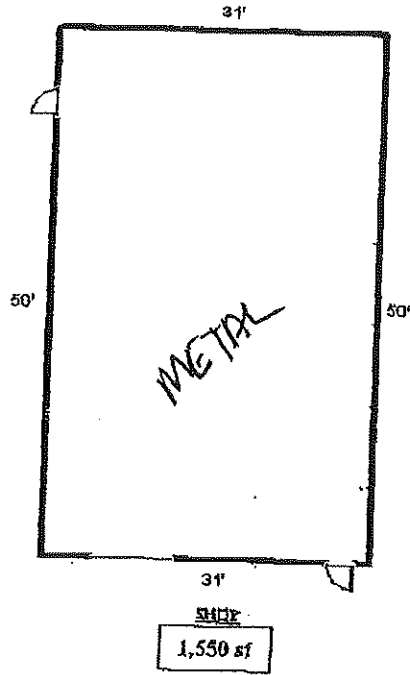
EXHIBIT A

Appraisal Agency, Inc.

15

File # 0401028

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**The sketch is for the purposes of demonstration only and does not represent an exact replica. The placement of lines indicating structural components and all measurements are approximate and presented only to aid the reader in visualizing the most general layout.*

1st metal

III.F.8.

RECOMMENDED ACTION – Approval of Apartment Lease Renewal Agreement for International Faculty Housing with Elm Apartments, LLC.

The following resolution was moved by _____ and seconded by _____;

BE IT RESOLVED, by the Board of Governors for Missouri State University that the University enter into a one (1) year lease renewal agreement attached hereto commencing August 2, 2014 and terminating July 24, 2015, with Elm Apartments, LLC for two (2) housing apartments including two (2) single bedrooms for each apartment for visiting scholars and exchange faculty more specifically identified at 701 East Elm, Springfield, Missouri, Apartment A403A&B and Apartment B403A&B. The monthly base rent per bed will be Four Hundred and Twenty-Five Dollars (\$425.00). Making the total rent payment for both apartments, per month, One Thousand Seven Hundred Dollars (\$1,700.00).

BE IT FURTHER RESOLVED, that the proposed Lease Renewal Agreement be approved and that the Vice President for Administrative and Information Services be authorized to execute this agreement and renewals under the same terms on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

Comments: This lease provides international faculty housing for visiting scholars and exchange faculty in Springfield, Missouri, who are in Springfield for less than one (1) year. For example, during the 2013/2014 academic year, three (3) faculty from Qingdao University were house at The Deep Elm while they were on campus for three (3) weeks to teach traditional Chinese music classes. Another example is a visiting scholar from Brazil taught Portuguese classes for the Foreign Language Institute. The Vice President for Research and Economic Development and International Programs will be responsible for subleasing the apartment and will develop a chargeback fee structure for short-term stays. It is anticipated that the subleases will greatly reduce the overall lease paid by Missouri State University to Elm Apartments, LLC.

Please note that terms of this contract renewal agreement are the same as when last approved by the Board of Governors at the October 18, 2013 meeting. Agreement #333-13.

Lease Renewal Agreement

1. **PARTIES.** This Lease Renewal is between the following parties:

Landlord: **DEEP ELM APARTMENTS**

Tenant(s): **MISSOURI STATE UNIVERSITY RESEARCH & ECONOMIC DEVELOPMENT**

2. **PREMISES.** The premises subject to this Lease Renewal is located at:

701 E ELM
A403-A
SPRINGFIELD MO 65806

3. **ORIGINAL AGREEMENT.** Landlord and Tenant entered into a lease agreement that began on August 15, 2012 and expires on July 31, 2013 (the "Original Agreement").

4. **RENEWAL TERM.** Landlord and Tenant hereby agree to renew the Original Agreement for a further term of 12 months commencing August 2, 2014 and expires on July 24, 2015 (the "Renewal Term").

5. **TERMS AND CONDITIONS.** Landlord and Tenant agree that all the terms and conditions of the Original Agreement shall remain in full force and effect, except for the following amendments:

A. The monthly rent during the Renewal Term shall be: \$ 625

B. **Special** Reduced rate of \$200 per bed, per month will stay in force for the next lease terms stated above. **Total of \$425 per month per bed.**

6. **ADDITIONAL AMENDMENTS.**

All amendments signed with the Original Lease Agreement shall remain in full force and effect.

Landlord

Date

Tenant

Date

By: _____

Title: _____

Lease Renewal Agreement

1. **PARTIES.** This Lease Renewal is between the following parties:

Landlord: **DEEP ELM APARTMENTS**

Tenant(s): **MISSOURI STATE UNIVERSITY RESEARCH & ECONOMIC DEVELOPMENT**

2. **PREMISES.** The premises subject to this Lease Renewal is located at:

701 E ELM
A403-B
SPRINGFIELD MO 65806

3. **ORIGINAL AGREEMENT.** Landlord and Tenant entered into a lease agreement that began on August 15, 2012 and expires on July 31, 2013 (the "Original Agreement").

4. **RENEWAL TERM.** Landlord and Tenant hereby agree to renew the Original Agreement for a further term of 12 months commencing August 2, 2014 and expires on July 24, 2015 (the "Renewal Term").

5. **TERMS AND CONDITIONS.** Landlord and Tenant agree that all the terms and conditions of the Original Agreement shall remain in full force and effect, except for the following amendments:

A. The monthly rent during the Renewal Term shall be: \$ 625

B. **Special** Reduced rate of \$200 per bed, per month will stay in force for the next lease terms stated above. **Total of \$425 per month per bed.**

6. **ADDITIONAL AMENDMENTS.**

All amendments signed with the Original Lease Agreement shall remain in full force and effect.

Landlord

Date

Tenant

Date

By: _____

Title: _____

Lease Renewal Agreement

1. **PARTIES.** This Lease Renewal is between the following parties:

Landlord: **DEEP ELM APARTMENTS**

Tenant(s): **MISSOURI STATE UNIVERSITY RESEARCH & ECONOMIC DEVELOPMENT**

2. **PREMISES.** The premises subject to this Lease Renewal is located at:

701 E ELM
B403-B
SPRINGFIELD MO 65806

3. **ORIGINAL AGREEMENT.** Landlord and Tenant entered into a lease agreement that began on August 15, 2012 and expires on July 31, 2013 (the "Original Agreement").

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B. **Special** Reduced rate of \$200 per bed, per month will stay in force for the next lease terms stated above. **Total of \$425 per month per bed.**

6. **ADDITIONAL AMENDMENTS.**

All amendments signed with the Original Lease Agreement shall remain in full force and effect.

Landlord

Date

Tenant

Date

By: _____

Title: _____

Lease Renewal Agreement

1. **PARTIES.** This Lease Renewal is between the following parties:

Landlord: **DEEP ELM APARTMENTS**

Tenant(s): **MISSOURI STATE UNIVERSITY RESEARCH & ECONOMIC DEVELOPMENT**

2. **PREMISES.** The premises subject to this Lease Renewal is located at:

701 E ELM
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4. **RENEWAL TERM.** Landlord and Tenant hereby agree to renew the Original Agreement for a further term of 12 months commencing August 2, 2014 and expires on July 24, 2015 (the "Renewal Term").

5. **TERMS AND CONDITIONS.** Landlord and Tenant agree that all the terms and conditions of the Original Agreement shall remain in full force and effect, except for the following amendments:

A. The monthly rent during the Renewal Term shall be: \$ 625

B. **Special** Reduced rate of \$200 per bed, per month will stay in force for the next lease terms stated above. **Total of \$425 per month per bed.**

6. **ADDITIONAL AMENDMENTS.**

All amendments signed with the Original Lease Agreement shall remain in full force and effect.

Landlord

Date

Tenant

Date

By: _____

Title: _____

MISSOURI STATE UNIVERSITY

No. _____

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for academic employees, as itemized below, are hereby approved.

RANKED FACULTY APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Ken Brown	Department Head Economics Professor with Tenure Economics	\$130,000 annually	07/01/14
David Rohall	Department Head Sociology & Anthropology Professor with Tenure Sociology & Anthropology	\$100,000 annually	07/01/14
Ethan Amidon	Assistant Professor Criminology & Criminal Justice	\$62,000 annually	08/11/14
Albert A. Barreda	Assistant Professor Hospitality & Restaurant Administration	\$67,000 annually	08/11/14
Subhasree Basu Roy	Assistant Professor Economics	\$65,000 annually	08/11/14
Gautam Bhattacharyya	Assistant Professor Chemistry	\$56,000 annually	08/11/14
Elizabeth Foreman	Assistant Professor Philosophy	\$55,000 annually	08/11/14
Sarah Henary	Assistant Professor Political Science	\$52,000 annually	08/11/14
Dennis Kear	Professor Reading, Foundations & Technology (50% appointment)	\$28,289 annually	08/11/14
Cameron LaBarr	Assistant Professor Music	\$51,000 annually	08/11/14

Academic Personnel Board Actions, cont'd.

Page 2

Sean Maher	Assistant Professor Biology	\$53,500 annually	08/11/14
Gary Michelfelder	Assistant Professor Geography, Geology & Planning	\$53,000 annually	08/11/14
Samantha Mosier	Assistant Professor Political Science	\$52,000 annually	08/11/14
Steven Senger	Assistant Professor Mathematics	\$53,000 annually	08/11/14
Michael J. Suttmoeller	Assistant Professor Criminology & Criminal Justice	\$62,000 annually	08/11/14
Jon Turner	Assistant Professor Counseling, Leadership & Special Education	\$52,500 annually	08/11/14
Ryan Udan	Assistant Professor Biology	\$53,500 annually	08/11/14
Harrison Witt	Assistant Professor Media, Journalism & Film	\$51,000 annually	08/11/14

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Amy Artman	Instructor Religious Studies (75% FTE)	\$30,000 annually	08/11/14 05/15/15
Jokima Hiller	Instructor Hospitality & Restaurant Administration	\$50,000 annually	08/11/14 05/15/15
Kristin Tivener	Clinical Instructor Sports Medicine & Athletic Training	\$40,000 annually	08/11/14 05/15/15

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

(See Addendum D for Graduate Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Judith Fowler	Professor Art & Design	12/13/13
Eduardo Acuna-Zumbado	Assistant Professor Modern & Classical Languages	03/03/14
Melanie Kleeschulte	Instructor Greenwood	05/16/14
Matthew Kling	Instructor Biomedical Sciences	05/16/14
Stephanie Reid	Instructor Greenwood	05/16/14

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Betty Evans	Assistant Professor Library	12/13/13
Donald A. Beisswenger	Professor Library	02/28/14
Anita Brand	Instructor School of Accountancy	05/16/14
Edward DeLong	Assistant Professor Library	05/16/14
Ryan Giedd	Distinguished Professor Physics, Astronomy & Materials Science	05/16/14

Academic Personnel Board Actions, cont'd.

Page 4

Dennis Kear	Professor Reading, Foundations & Technology	05/16/14
Mark E. Rushefsky	Professor Political Science	05/16/14
Robert Whitaker	Professor Physics, Astronomy & Materials Science	05/16/14

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Rick Breault	Visiting Professor Southwest Regional Professional Development Center	01/06/14 05/14/14
Robert Norton	Professor Modern & Classical Languages	01/13/14 05/16/14
Maggie Marlin-Hess	Assistant Professor Theatre & Dance	03/17/14 05/16/14
Madeleine Hooper	Associate Professor Modern & Classical Languages	08/11/14 12/12/14
Luis Lombilla	Senior Instructor Modern & Classical Languages	08/11/14 12/15/14

LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Anne Colombo	Instructor Modern & Classical Languages	03/01/14 08/11/14
Bethany Walker	Associate Professor History	08/11/14 05/15/15
Suzanne Walker-Pacheco	Professor Sociology & Anthropology	08/11/14 12/15/14

SABBATICALS:

The faculty members listed below are recommended for sabbatical leave. Faculty members receive full pay for leave of one semester or half to three-fourths pay for leave of full academic year.

Paul Ajuwon	Associate Professor, Counseling, Leadership & Special Education Fall 2014 “To research inclusive practices related to meeting the needs of person with disabilities within educational settings and the larger community”
James Cameron	Professor, Music Spring 2015 “Percussion Pedagogy for the Music Educator”
Kevin Mickus	Professor, Geography, Geology & Planning Academic Year 2014-2015 “Analysis of Gravity and Magnetic Data over the East African Rift”
Mark Richter	Professor, Chemistry Spring 2015 “Writing a new textbook for Fundamentals of Chemistry”
Qiu Xiaomin	Associate Professor, Geography, Geology & Planning Fall 2014 “Mapping Eighth Graders’ Energy Balance-Related Behaviors in the United States”
Ying Zhang	Associate Professor, Finance & General Business Academic Year 2014-2015 “Working with the CFA Institute in Hong Kong, which would in turn strengthen our CFA signature program in the Finance and General Business department and completion of five papers for publication, of which four papers are already in the pipeline and one new paper would be developed”
Songfeng Zheng	Assistant Professor, Mathematics Spring 2015 “A Fast Algorithm for Multi-Class Support Vector Machine with Application to Face Recognition”

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Stephanie G. Hein	From: Interim Department Head Hospitality & Restaurant Administration Assistant Professor Hospitality & Restaurant Administration \$69,907 annually (\$2,269 monthly supplemental) To: Department Head Hospitality & Restaurant Administration Assistant Professor Hospitality & Restaurant Administration \$105,444 annually	Change of Status	01/02/14
Sidney Ewer	From: Professor Accounting To: Faculty Emeritus Accounting	Change of Status	02/01/14
Mary Mann	From: Associate Professor Childhood Education & Family Studies To: Faculty Emeritus Childhood Education & Family Studies	Change of Status	02/01/14
William E. Thomas	From: Professor Physics, Astronomy & Material Sciences To: Faculty Emeritus Physics, Astronomy & Material Sciences	Change of Status	02/01/14
Annette Gordon	From: Professor Chemistry To: Faculty Emeritus Chemistry	Change of Status	02/18/14

Academic Personnel Board Actions, cont'd.

Page 7

Donald Beisswenger	From: Professor Library To: Faculty Emeritus Library	Change of Status	03/01/14
Judith Fowler	From: Professor Art & Design To: Faculty Emeritus Art & Design	Change of Status	03/01/14
Frank A. Einhellig	Provost/Chancellor-Mtn Grove Office of the Provost From: \$214,200 annually To: \$217,413 annually	Continuation of Appointment	07/01/14
Guy Webb	From: Professor Music To: Faculty Emeritus Music	Change of Status	07/01/14
Ardeshir Dalal	From: Department Head Economics Professor Economics \$131,923 annually To: Professor Economics \$107,938 annually	Change of Status & Salary Adjustment	08/01/14
Edward DeLong	From: Assistant Professor Library To: Faculty Emeritus Library	Change of Status	08/01/14
Mark E. Rushefsky	From: Professor Political Science To: Faculty Emeritus Political Science	Change of Status	08/01/14

Rhonda Stanton	Assistant Professor English From: \$50,000 annually To: \$52,000 annually	Salary Adjustment	08/01/14
Madeleine Hooper	From: Associate Dean Modern & Classical Languages Associate Professor Modern & Classical Languages \$95,192 annually To: Associate Professor Modern & Classical Languages \$77,885 annually	Change of Status & Salary Adjustment	08/11/14
Daniel Kaufman	Program Director Philosophy Professor Philosophy \$69,935 annually (\$2,000 monthly supplemental)	Continuation of Appointment	08/11/14 05/15/15

REAPPOINTMENTS:

Non-tenured, unranked faculty, effective August 11, 2014 through May 15, 2015, unless otherwise noted.

COLLEGE OF ARTS AND LETTERS

Department of Art & Design

Roberta Lowe

Iwona Zalewska-Duszek

Instructor

Senior Instructor

Department of Communication

Lynn Borich	Instructor
Allison Coltharp	Senior Instructor
Nora Cox	Instructor
Spencer Harris	Visiting Assistant Professor
Gary Iman	Instructor
Jerri Kyle	Senior Instructor
Taleyna Morris	Instructor
Roberta Rowe	Senior Instructor
Heather Walters	Instructor

Department of English

Roberta Berry	Senior Instructor
Sara Burge	Instructor
Mara Cohen Ioannides	Senior Instructor
Tracy Dalton	Senior Instructor
Earl Holmer	Senior Instructor
Jennifer Murvin	Instructor
Richard Neumann	Senior Instructor
Angelia Northrip-Rivera	Senior Instructor
Lori Rogers	Senior Instructor
John Turner	Senior Instructor
Michael Stowe	Senior Instructor

Department of Media, Journalism & Film

Kevin Swift	Senior Instructor
Leonard Horton	Instructor
Jack Dimond	Senior Instructor

Department of Modern & Classical Languages

Anne Colombo	Instructor
Blanca Martinez	Instructor
Weirong Schaefer	Senior Instructor
Corinne Shirley	Instructor
J. Dane Wallace	Instructor

Department of Music

Martin Morrison	Instructor
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Department of Theatre & Dance

Melinda Robinson	Instructor
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COLLEGE OF BUSINESS

Department of Management

Michal Dale	Instructor
Dana Frederick	Instructor
Joyce Lopez	Instructor
Glenn Pace	Instructor

Department of Marketing

Mary Chin	Senior Instructor
Sherry Cook	Senior Instructor
Chris Ellis	Instructor
Courtney Pham	Instructor
Patrick Sells	Instructor

COLLEGE OF EDUCATION

Department of Counseling, Leadership & Special Education

Marci Dowdy	Senior Instructor
Lyle Foster	Instructor
Michael Goeringer	Clinical Instructor
James Matthews	Instructor
Nathaniel Quinn	Instructor
Linda Robbins	Instructor
Ian Shadrick	Instructor

Department of Reading, Foundations & Technology

Annice McLean	Instructor
V. Jane Ward	Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Hillary Mays	Instructor (07/01/14-06/30/15)
Todd Daniel	Instructor (07/01/14-06/30/15)

Department of Biomedical Sciences

Ntalie Allen

Rebecca Allen

Sarah Murray

Hillary Roberts

Joseph Williams

Clinical Instructor

Instructor

(07/01/14-06/30/15)

Instructor

Senior Instructor

Instructor

Department of Communication Sciences & Disorders

Sarah Barber

Elisabeth Bell

Edith Bobbitt-Boyce

Deborah Cron

Karen Engler

Jennifer Kerr

Mary Jill Oswalt

Lynne Schenk

Clinical Assistant Professor

(07/01/14-06/30/15)

Clinical Assistant Professor

(07/01/14-06/30/15)

Clinical Assistant Professor

(07/01/14-06/30/15)

Clinical Associate Professor

(07/01/14-06/30/15)

Clinical Associate Professor

(07/01/14-06/30/15)

Clinical Assistant Professor

(07/01/14-06/30/15)

Clinical Associate Professor

(07/01/14-06/30/15)

Clinical Instructor

(07/01/14-06/30/15)

Department of Kinesiology

Stacy Goddard

Kirsten Hatz

Michael Keltner

Larry Mays

Instructor

Instructor

Instructor

Instructor

Department of Nursing

Kathryn Adams

Jan Atwell

Louise Bigley

Carol Daniel

Carolyn Graves

Maria Kenneally

Kathryn Patterson

Debra Savinske

Clinical Instructor

Clinical Instructor

Clinical Instructor

Clinical Instructor

Clinical Instructor

Clinical Assistant Professor

Clinical Assistant Professor

Clinical Assistant Professor

Danita Todd

Clinical Instructor

Department of Physician Assistant Studies

Sharon Giboney

Clinical Assistant Professor
(07/01/14-06/30/15)

Department of Psychology

Tracie Burt

Instructor
(07/01/14-06/30/15)

Tanya Whipple

Senior Instructor

Department of Sports Medicine & Athletic Training

Allan Liggett

Clinical Assistant Professor
(07/01/14-06/30/15)

School of Social Work

Jannette Eldred

Clinical Instructor

Regina Russell

Clinical Instructor

Lisa Street

Clinical Instructor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Defense & Strategic Studies

John Rose

Visiting Professor

Andrei Shoumikhin

Instructor

Department of Economics

Scott Bloom

Instructor

Julie Gallaway

Senior Instructor

David Mitchell

Professor

Per Norander

Senior Instructor

John Rabon

Instructor

Sharmistha Self

Professor

Department of History

Edward Gutting

Instructor

Jeremy Neely

Instructor

Kyle Miller

Instructor

Department of Religious Studies

Micki Pulleyking

Senior Instructor

Lora Hobbs

Senior Instructor

Department of Sociology & Anthropology

Lyle Foster

Instructor

Jason Shepard

Instructor

LIBRARY SCIENCE

William Edgar

Clinical Associate Professor
(07/01/14-06/30/15)

GRANTED TENURE:

(Effective August 11, 2014, unless otherwise noted)

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Jimmie Allen

Associate Professor

Jacek Fraczak

Associate Professor

Mitzi Kirkland-Ives

Associate Professor

COLLEGE OF EDUCATION

Greenwood Laboratory School

Rebecca Crowder

Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Biomedical Sciences

Joshua Smith

Associate Professor

Department of Physical Therapy

Elizabeth Williamson

Associate Professor
(07/01/14-06/30/15)

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Philosophy

Andrew Johnson

Associate Professor

Ralph Shain

Associate Professor

Department of Political Science

David Johnson

Associate Professor

COLLEGE OF NATURAL & APPLIED SCIENCE

Department of Biology

Day Ligon

Associate Professor

Department of Hospitality & Restaurant Administration

Stephanie Hein

Associate Professor

Department of Mathematics

Matthew Wright

Associate Professor

Songfeng Zheng

Associate Professor

DARR SCHOOL OF AGRICULTURE

Department of Agriculture

Michael Burton

Professor

LIBRARY

Grace Jackson-Brown

Associate Professor

Tracy Stout

Associate Professor
(07/01/14-06/30/15)

OFFICE OF THE PROVOST

Masters of Public Health

David Claborn

Associate Professor

PROMOTIONS:

Change of academic rank (new rank indicated)

(Effective August 11, 2014 unless otherwise noted)

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Jimmie Allen

Associate Professor

Jacek Fraczak

Associate Professor

Mitzi Kirkland-Ives

Associate Professor

Department of Communication

Stephanie Norander

Associate Professor

Kelly Wood

Professor

Department of English

Ken Gillam

Associate Professor

Jennifer Murvin

Senior Instructor

Department of Media, Journalism & Film

Deborah Larson

Associate Professor

Department of Theatre & Dance

Christopher Herr

Professor

COLLEGE OF BUSINESS

Department of Management

Wesley Scroggins

Professor

COLLEGE OF EDUCATION

Department of Counseling, Leadership & Special Education

Angela Leslie Anderson

Professor

Department of Reading, Foundations & Technology

Annice McLean

Senior Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Biomedical Sciences

Carmen Boyd

Assistant Professor

Sarah Murray

Senior Instructor

Joshua Smith

Associate Professor

Department of Communication Sciences & Disorders

Karen Engler

Clinical Professor

(07/01/14-06/30/15)

Mary Jill Oswalt

Clinical Professor

(07/01/14-06/30/15)

Department of Nursing

Susan Berg

Associate Professor

(07/01/14-06/30/15)

Department of Physical Therapy

Elizabeth Williamson

Associate Professor

(07/01/14-06/30/15)

Department of Psychology

Erin Buchanan

Associate Professor

Tracie Burt

Senior Instructor

(07/01/14-06/30/15)

Adena Young-Jones

Associate Professor

School of Social Work

Michele Day

Associate Professor

Lisa Street

Clinical Assistant Professor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Criminology & Criminal Justice

Paula Rector

Senior Instructor

Department of Economics

David Mitchell

Professor

Sharmistha Self

Professor

Department of Philosophy

Andrew Johnson

Associate Professor

Ralph Shain

Associate Professor

Department of Political Science

David Johnson

Associate Professor

Department of Religious Studies

John Strong

Professor

COLLEGE OF NATURAL & APPLIED SCIENCE

Department of Biology

Day Ligon

Associate Professor

Paul Durham

Distinguished Professor

Department of Chemistry

Eric Bosch

Distinguished Professor

Bryan Breyfogle

Professor

Department of Geology, Geography & Planning

Damon Bassett

Senior Instructor

Department of Hospitality & Restaurant Administration

Stephanie Hein

Associate Professor

Department of Mathematics

Gary Stafford

Senior Instructor

Matthew Wright

Associate Professor

Songfeng Zheng

Associate Professor

DARR SCHOOL OF AGRICULTURE

Department of Agriculture

Michael Burton

Karl Wilker

Professor

Professor

(07/01/14-06/30/15)

LIBRARY

Grace Jackson-Brown

Tracy Stout

Associate Professor

Associate Professor

(07/01/14-06/30/15)

OFFICE OF THE PROVOST

Masters of Public Health

David Claborn

Associate Professor

Vote: _____ Yea

_____ Nay

COMMENTS:

Ethan Amidon, Assistant Professor, Criminology & Criminal Justice

M.A. University of Missouri-Saint Louis, 2009

B.A. University of Maryland, 2003

Experience: Fall 2013, Co-Instructor, St. Louis University; spring 2011 to spring 2013, Instructor, University of Missouri-Saint Louis; fall 2010, Graduate Teaching Assistant, University of Missouri-Saint Louis; spring 2009 to summer 2010, Instructor University of Missouri-Saint Louis; fall 2007 to spring 2008, Graduate Teaching Assistant, University of Missouri-Saint Louis.

Albert Barreda, Assistant Professor, Hospitality & Restaurant Administration

M.S. University of Massachusetts, 2009

B.S. San Agustin State University, Arequipa, 2000

Experience: 2010 – present, University of Central Florida, Rosen College of Hospitality Management, Orlando, Florida; 2009 – 2010, Research Assistant, School of Hotel, Restaurant & Tourism Management, University of South Carolina-Columbia; 2008 – 2009, Hospitality & Tourism Management-Isenberg School of Management, University of Massachusetts-Amherst.

Subhasree Basu Roy, Assistant Professor, Economics

M.A. Georgia State University, 2010

M.S. University of Calcutta, India, 2005

B.S. University of Calcutta, Indian, 2003

Experience: 2013 – present, Instructor, Georgia State University, Atlanta, Georgia; 2012, Teaching Assistant, Georgia State University, Atlanta, Georgia; 2011 – 2012, Visiting Faculty, Indus International University, India.

Gautam Bhattacharyya, Assistant Professor, Chemistry

Ph.D. Purdue University, 2004

M.A. Harvard University, 1994

B.S. Brown University, 1992

Experience: 2006 – present, Assistant Professor, Clemson University, Clemson, South Carolina; 2004 – 2006, Laboratory Instructor, University of Oregon, Eugene, Oregon; 1997 – 1999, Research Fellow, Harvard University Division of Medicine, Boston, Massachusetts.

Kenneth Brown, Department Head, Economics, Professor with Tenure, Economics

Ph.D. University of Illinois, 1994
M.S. University of Illinois, 1992
B.S. Saint Louis University, 1990

Experience: 2009 – present, Professor, University of Northern Iowa, Cedar Falls, Iowa; 2001 – 2009, Associate Professor, University of Northern Iowa, Cedar Falls, Iowa; 1994 – 2001, Assistant Professor, University of Northern Iowa, Cedar Falls, Iowa; 1992 – 1994, Research Assistant, University of Illinois, Champaign, Illinois; 1991 – 1992, Teaching Assistant, University of Illinois, Champaign, Illinois.

Elizabeth Foreman, Assistant Professor, Philosophy

Ph.D. University of North Carolina, 2008
M.A. University of North Carolina, 2003
B.A. University of Iowa, 2001

Experience: 2008 – present, Assistant Professor, Saint Louis University; Teaching Assistant, University of North Carolina, Chapel Hill, North Carolina.

Sara Henary, Assistant Professor, Political Science

Ph.D. University of Virginia, 2010
M.A. University of Virginia, 2006
B.A. Rhodes College, 2001

Experience: 2012 – present, Lecturer and Fellow, University of Virginia, Charlottesville, Virginia; 2011 – 2012, Visiting Assistant Professor, Wake Forest University, Winston-Salem, North Carolina; 2010 – 2011, Postdoctoral Research Associate, Princeton University, Princeton, New Jersey; 2003 – 2008, Teaching Assistant, University of Virginia, Charlottesville, Virginia.

Cameron LaBarr, Assistant Professor, Music

D.M.A. University of North Texas, 2011
M.M. University of North Texas, 2009
B.Mus. Missouri State University, 2007

Experience: 2011 – present, Assistant Professor, Lee University, Cleveland, Tennessee; 2007 – 2011, Conductor and Instructor, University of North Texas, Denton, Texas.

Sean Maher, Assistant Professor, Biology

Ph.D. University of Kansas, 2012
M.S. University of Michigan, 2004
B.S. Villanova University, 2000

Experience: 2012 – present, Postdoctoral Researcher, University of California, Berkeley; 2010 – 2012, Postdoctoral Researcher, University of Georgia, Athens, Georgia.

Gary Micheldorf, Assistant Professor, Geology, Geography & Planning

M.S. New Mexico State University, 2009
B.S. Eastern Michigan University, 2007

Experience: 2009 – present, Teaching/Research Assistant, Montana State University, Bozeman, Montana; 2008 – 2009, Teaching/Research Assistant, New Mexico State University, Las Cruces, New Mexico.

Samantha L. Mosier, Assistant Professor, Political Science

Ph.D. Colorado State University, Expected May 2014
M.P.A. Auburn University Montgomery, 2009
B.A. Huntingdon College, 2007

Experience: 2013 – Present, Instructor, Colorado State University, Fort Collins, Colorado; 2009 – Present, Graduate Teaching Assistant, Colorado State University; 2008 – 2009, Graduate Research Assistant, Auburn University Montgomery, Montgomery, Alabama; 2008, Public Service Intern, Center for Government & Public Affairs, Auburn University, Montgomery, Alabama; 2005 – 2006, Political Media Relations Assistant, Winner's Circle Communications.

David Rohall, Department Head, Sociology & Anthropology, Professor with Tenure, Sociology & Anthropology

Ph.D. University of Maryland, 2000
M.A. University of Maryland, 1997
B.A. George Mason University, 1992
A.A.S. Northern Virginia Community College, 1989

Experience: 2012 – present, Professor, Western Illinois University, Macomb, Illinois; 2007 – 2012, Director, Western Survey Research Center; 2007 – 2012, Associate Professor, Western Illinois University, Macomb, Illinois; 2003 – 2007, Assistant Professor, Western Illinois University, Macomb, Illinois; 2006, Acting Director, Western Survey Research Center, 2002 – 2004, Series Editor, *Contexts* Magazine; 2000 – 2003, Visiting Assistant Professor, University of New Hampshire, Durham, New Hampshire; 1995 – 2000, Research/Teaching Assistant, University of Maryland, College Park, Maryland; 1992 – 1995, Project manager, Survey Research Center, University of Maryland, College Park, Maryland.

Steven Senger, Assistant Professor, Mathematics

Ph.D. University of Missouri, 2011
M.A. University of Missouri, 2009
B.S. University of Missouri, 2005

Experience: 2011 – present, Postdoctoral Researcher, University of Delaware, Newark, New Jersey; 2010, Research Assistant, University of Rochester, Rochester, New York; 2008 – 2009, Research Assistant, University of Missouri, Columbia, Missouri.

Michael J. Suttmoeller, Assistant Professor, Criminology & Criminal Justice

Ph.D. Michigan State University, Expected 2014
M.S. Southeast Missouri State University, 2008
B.S.F.W. University of Missouri-Columbia, 1997

Experience: 2012 to present, Instructor; 2009 to 2011, Teaching Assistant; 2008 & 2010 Invited Lecturer, Michigan State University.

Jon Turner, Assistant Professor, Counseling, Leadership & Special Education

Ed.D. University of Missouri, 2006

M.Ed. Missouri State University, 1997

B.S.Ed. Missouri Southern State University, 1988

Experience: 2008 – present, Assistant Superintendent of Schools, Dallas County R-I School District, Buffalo, Missouri; 2010 – present, Adjunct Faculty, Missouri State University; 1999 – 2008, Assistant to the Superintendent, Cabool R-IV School District, Cabool, Missouri; 2000 – 2008, Instructor, Drury University, Springfield, Missouri; 2006 – 2008, Program Evaluator, Texas County Drug Court; 1997 – 1999, High School & Middle School Principal, Dora R-III School District, Dora, Missouri; 1995 – 1997, Instructor, Webb City High School, Webb City, Missouri; 1994 – 1995, Instructor, Cassville High School, Cassville, Missouri; 1990 – 1994, Instructor, Ava High School, Ava, Missouri; 1989 – 1990, Instructor, LaMonte High School, LaMonte, Missouri.

Ryan Udan, Assistant Professor, Biology

Ph.D. University of Texas, 2007

B.S. University of Maryland, 2000

Experience: 2008 – present, Postdoctoral Fellow, Baylor College of Medicine, University of Texas, Houston, Texas; 2001 – 2008, Graduate Student and Fellow, Baylor College of Medicine, University of Texas, Houston, Texas; 2000, Research Training Program Intern, Baylor College of Medicine, University of Texas, Houston, Texas; 1998 – 2001, Research Assistant, University of Maryland, Baltimore, Maryland.

Harrison Witt, Assistant Professor, Media, Journalism & Film

M.F.A. University of Texas at Austin, 1997

B.A. University of Kentucky, 1998

Experience: 1983 – 2013, Writer; 1995 – 2013, Filmmaker; 2005, 2007, Lecturer, University of Texas, Austin, Texas; 2013, Director of Photography/Camera Operator.

ADDENDUM A

The following have been appointed as Per Course Faculty for the spring semester January 13, 2014 through May 16, 2014.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Aho, Kyle	Music	\$4,590.00
Ampleman, James	Management	\$3,575.00
Anderson, Jason	Counseling, Leadership & Special Education	\$2,745.00
Arciniegas, Guillermo	Modern & Classical Languages	\$4,896.00
Austin, Rebekah	Mathematics	\$4,500.00
Baedke, Jesse	Biomedical Sciences	\$1,320.00
Baltes, Jennifer	Psychology	\$3,930.00
Barnett, Helen	Sociology & Anthropology	\$1,245.00
Barnett, Joann	Childhood Education & Family Studies	\$ 815.00
Bennett, Susan	Theatre & Dance	\$1,925.00
Bergant, Amy	Modern & Classical Languages	\$4,896.00
Berry, Don	Geography, Geology & Planning	\$2,400.00
Bodenhausen, Brad	College of Business	\$9,500.00
Botsford, Diana	Media, Journalism & Film	\$1,320.00
Boyer, Luke	Counseling, Leadership & Special Education	\$1,830.00
Bradley, Karla	Biomedical Sciences	\$ 770.00
	Nursing	\$4,520.00
Bradley, Robert	Theatre & Dance	\$1,500.00
Brammer, Ronald	Music	\$2,145.00
Brocaille, Nicole	Psychology	\$2,475.00
Brown, Bryan	Communication	\$1,320.00
Brown, Paula	Counseling, Leadership & Special Education	\$5,490.00
Bruce, Richard	Technology & Construction Management	\$5,115.00
Buckner, John W.	Music	\$1,800.00
Buergler, Melanie	Psychology	\$3,245.00
Byrd, Wanda	Educational Field Experiences	\$ 815.00
Capeci, Dominic	History	\$6,366.00
Carlson, Emilia	Foreign Language Institute	\$2,448.00
Coleman, Teresa	Counseling, Leadership & Special Education	\$4,890.00
Cook, Heather	English	\$1,100.00
Cooper, Doris	Educational Field Experiences	\$ 815.00
Cover, Joseph	English	\$1,045.00
Cox, Patricia	Music	\$1,200.00
Cummins, Shirley	Educational Field Experiences	\$ 407.50
Cutright, Joyce	Agriculture	\$2,100.00

Academic Personnel Board Actions, cont'd.

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Dalton, Benjamin	Biology	\$2,250.00
Daucher, Timothy	Music	\$6,377.00
	Theatre & Dance	\$ 550.00
Davis, Jason	Chemistry	\$4,500.00
Dempsey, Russell	Psychology	\$2,745.00
DeWater, Shanna	Nursing	\$ 110.00
DeWitt, Thomas	Agriculture	\$3,200.00
Dodge, Amy	Mathematics	\$3,000.00
Domeny, Brett	Marketing	\$3,000.00
Dou, Xiaozheng	Chemistry	\$4,800.00
Edington, Leann	Educational Field Experiences	\$1,630.00
Egbert, Polly	Speech-Language Hearing Clinic	\$ 40.00
Elfink, Janna	Reading, Foundations & Technology	\$ 917.00
Elliott, Travis	Agriculture	\$8,175.00
Elliston, Hiromi	Foreign Language Institute	\$7,344.00
Emert, Ray	Military Science	\$4,000.00
Fent, Roger	Agriculture	\$2,200.00
Fieser, Craig	Criminology & Criminal Science	\$2,255.00
Finch, Kim	SWRPDC	\$1,125.00
Finley, Phillip	Psychology	\$2,745.00
Foster, Jeffrey	Psychology	\$1,595.00
Frietze, Joseph	Graduate College	\$3,270.00
	Psychology	\$1,485.00
Getchell, John	Social Work	\$2,037.50
Gillis, Derek	Chemistry	\$3,200.00
Gonzalez-Rubio, Victoria	Educational Field Experiences	\$ 815.00
Gordon, Annette	Chemistry	\$20,084.00
Gratton, Andrew	Technology & Construction Management	\$3,000.00
Green, Rose Mary	Educational Field Experiences	\$2,677.50
Griesemer, Kevin	Computer Information Systems	\$2,273.00
Groves, Jeffrey	Graduate College	\$ 990.00
Guilliams, Marcia	Computer Information Systems	\$3,373.00
Halliday, Michael	Physical Therapy	\$1,830.00
Happel, Rachel	Psychology	\$3,300.00
Hawkins, Susan	Counseling, Leadership & Special Education	\$4,075.00
Hawkins, Viktoriya	Fashion & Interior Design	\$11,000.00
Herr, Melissa	English	\$1,155.00
Herring, Sean	English	\$4,404.00
Hesser, Patti	Speech-Language Hearing Clinic	\$ 40.00
Hicks, Jason	Psychology	\$2,745.00

Academic Personnel Board Actions, cont'd.

Page 26

Hill, Pamela	English	\$ 880.00
	Outreach	\$1,200.00
Hines, James	Accounting	\$6,000.00
Holcomb, Kazumi	Foreign Language Institute	\$2,448.00
Jacobs, Stephanie	Chemistry	\$1,700.00
Jacobson, Carol	English	\$1,100.00
Jamieson, Rachel	Theatre & Dance	\$2,448.00
Jeffs, Kenneth	Music	\$1,200.00
Jolley, Andrea	Modern & Classical Languages	\$7,464.00
Jones, Elaine	Technology & Construction Management	\$3,630.00
Jones, Linda	Educational Field Experiences	\$2,852.50
Jordan, Billy	Theatre & Dance	\$ 400.00
Kepley, Michael	Computer Information Systems	\$3,208.00
Kincaid, Jennifer	Psychology	\$2,445.00
Kitchin, Jonathan	English	\$1,045.00
Knaup, Kayce	Counseling, Leadership & Special Education	\$1,430.00
Knox, Timothy	English	\$1,100.00
Kopp, Kevin	Counseling, Leadership & Special Education	\$5,490.00
Krumme, Gregg	Biomedical Sciences	\$2,553.00
Lakin, Brenda	Counseling, Leadership & Special Education	\$1,540.00
Leggitt, Stephen	Media, Journalism & Film	\$1,210.00
Lindsay, Ellen	Theatre & Dance	\$6,000.00
Loffler, Robert	Music	\$3,312.00
Mallahan, Carly	Music	\$2,145.00
Mann, Natalya	Foreign Language Institute	\$8,262.00
Marsch, Barbara	COE-Educational Field Experiences	\$1,630.00
Mattix, Lora	English	\$2,145.00
Mayhall, Nancy	Educational Field Experiences	\$3,132.50
McBride, Benjamin	Criminology & Criminal Science	\$3,000.00
McCracken, Ramey	English	\$6,498.00
McDonald, Scott	Finance & General Business	\$ 715.00
McQueen, Katherine	Educational Field Experiences	\$2,422.50
Melton, John	History	\$1,632.00
Mergen, Cynthia	Modern & Classical Languages	\$7,344.00
Miller, Arden	Psychology	\$2,585.00
Miller, Myra	Management	\$1,925.00
Mitchell, Shauna	Criminology & Criminal Science	\$4,954.00
Munoz, Leigh	Music	\$ 505.00
Murphy, Lindsey	Childhood Education & Family Studies	\$2,915.00
Murray, Kathleen	Theatre & Dance	\$ 550.00
Newcomer, LaReva	History	\$4,896.00

Academic Personnel Board Actions, cont'd.

Page 27

Niekamp, Melissa	Nursing	\$1,815.00
Niere, Carole	Educational Field Experiences	\$1,630.00
Nothnagel, Michael	Chemistry	\$4,500.00
Nye, Kimberly	Counseling, Leadership & Special Education	\$1,630.00
O'Dell, Allison	Social Work	\$2,445.00
Oslakovic, Joseph	Outreach	\$2,000.00
Owenby, Drucilla	Computer Information Systems	\$8,475.00
Padgett, Lori	Agriculture	\$3,200.00
Parker, Lane	Technology & Construction Management	\$4,320.00
Pearce, Amy	Biomedical Sciences	\$2,760.00
Pennington, David	Communication	\$1,320.00
Pereira, Angela	Social Work	\$2,445.00
Perreault, Heidi	Computer Information Systems	\$5,900.00
Pettus, Julie	Computer Information Systems	\$3,630.00
Philibert, Nanette	Management	\$2,200.00
Philipian, Linda	Educational Field Experiences	\$2,015.00
Porter, Patricia	Technology & Construction Management	\$3,000.00
Prosono, Marvin	Sociology & Anthropology	\$4,290.00
Qualls, Lisa	Music	\$8,499.00
Quirk, Brady	Counseling, Leadership & Special Education	\$1,650.00
Rapp, Kelly	Psychology	\$2,745.00
Rasmussen, Jamie	Criminology & Criminal Science	\$2,035.00
Rice, Judith	History	\$7,818.00
Rideout, Jennifer	Sociology & Anthropology	\$4,490.00
Riggs, Peggy	Educational Field Experiences	\$ 815.00
Roods, Beverly	Educational Field Experiences	\$2,037.50
Roop, Jared	Chemistry	\$2,400.00
Ruggiero, Giulianella	Foreign Language Institute	\$2,448.00
Rugh, Nancy	Educational Field Experiences	\$ 408.00
Ryder, Christina	Sociology & Anthropology	\$1,430.00
Salchow, Jason	Agriculture	\$4,200.00
Sawyer, Emmett	Reading, Foundations & Technology	\$2,745.00
Scheele, Robert	Computer Information Systems	\$3,025.00
Schulte, Keith	Educational Field Experiences	\$2,038.00
Segui, Emmanuel	Modern & Classical Languages	\$2,448.00
Shelton, Adam	Music	\$5,241.00
Shibley, Alyxandria	Chemistry	\$1,600.00
Sims, Brian	Counseling, Leadership & Special Education	\$3,660.00
Smith, Peter	Agriculture	\$3,600.00
Smith, Susan	Political Science	\$2,530.00
Speckman, Cynthia	Communication	\$1,045.00

Academic Personnel Board Actions, cont'd.

Page 28

St. Pierre, Laurine Grace	Music	\$6,120.00
Stanton, Timothy	Agriculture	\$3,200.00
Stockburger, David	Psychology	\$1,265.00
Stokes, Caleb	English	\$1,045.00
Stotsbery, Lawrence	Music	\$2,035.00
Strickler, John	Music	\$2,860.00
Stubbs, Sue	Music	\$2,448.00
Stulce, Tara	Biomedical Sciences	\$1,375.00
Taylor, Amanda	Music	\$4,077.00
Teaford, Cadee	Childhood Education & Family Studies	\$1,485.00
Teghtmyer, Nicole	English	\$1,045.00
Thomas, Carmen	Educational Field Experiences	\$2,445.00
Thompson, Julie	Counseling, Leadership & Special Education	\$1,373.00
Tindle, Tracy	Reading, Foundations & Technology	\$ 550.00
Tintocalis, Stacy	English	\$ 935.00
Tipton, Megan	History	\$1,632.00
Tow, Richard	Communication	\$2,310.00
Trapp, Jeremiah	Social Work	\$1,045.00
Trout, Brooksie	English	\$2,448.00
Turner, Melissa	Management	\$1,925.00
Turpin, Barbara	Psychology	\$3,520.00
Tyra, Dudley	Communication	\$4,290.00
Wear, Sheila	Agriculture	\$ 800.00
Wells, Jeffery	Fashion & Interior Design	\$9,000.00
Wessels, Emanuelle	Media, Journalism & Film	\$6,000.00
White, Janice	COE - Educational Field Experiences	\$ 300.00
Whittaker, Lyle	Agriculture	\$2,400.00
Wilkinson, Todd	History	\$9,901.00
Wolken, Jennifer	Art & Design	\$2,448.00

ADDENDUM B

The following have been appointed as Summer Faculty for the summer semester June 2, 2014 through August 1, 2014

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Kathryn	Nursing	\$7,650.00
Amberg, Richard	Media, Journalism & Film	\$6,000.00
Anderson, Wayne	Finance & General Business	\$4,911.00
Artman, Amy	Religious Studies	\$2,250.00
Barrier, Tonya	Computer Information Systems	\$ 300.00
Barton, Sheila	Modern & Classical Languages	\$2,448.00
Beatty, Nick	Political Science	\$4,994.00
Beckman, Daniel	Biology	\$2,020.00
Belshoff, Richard	Mathematics	\$5,664.00
Bigley, Louise	Nursing	\$2,550.00
Black, Alice Jill	Geography, Geology & Planning	\$5,970.00
Bodo, Bela	History	\$4,211.00
Bowe, Laura	Biology	\$3,654.00
Boyle, Michael	Philosophy	\$2,979.00
Brahnam, S Berlin	Computer Information Systems	\$11,440.00
Breault, Rick	Reading, Foundations & Technology	\$4,125.00
Breyfogle, Bryan	Chemistry	\$6,798.00
Buchanan, Erin	Psychology	\$3,822.00
Bunn, Roger	Mathematics	\$8,160.00
Burt, Tracie	Psychology	\$ 936.00
Burton, Richard	Computer Information Systems	\$4,000.00
Byrd, David	Accountancy	\$ 83.00
Byrd, Sandra	Accountancy	\$8,911.00
Cagle, Michael	Mathematics	\$2,400.00
Carr, Sylvia	Mathematics	\$6,330.00
Chang, Chih-Cheng	Finance & General Business	\$3,250.00
Chang, Ching-Wen	Reading, Foundations & Technology	\$8,985.00
Chin, Mary	Marketing	\$7,268.00
Chuckiak, John	History	\$5,189.00
Claborn, David	Defense & Strategic Studies	\$5,164.00
Clark, Ronald	Marketing	\$ 750.00
Clark, Ronald	Marketing	\$8,705.00
Collins, Daisy	Reading, Foundations & Technology	\$2,445.00
Cook, Sherry	Marketing	\$3,657.00
Corcoran, William	Geography, Geology & Planning	\$9,430.00

Academic Personnel Board Actions, cont'd.

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Coulter, Ronald	Marketing	\$ 250.00
Crafts, Daniel	Hospitality & Restaurant Admin	\$4,913.00
Cuebas, Dean	Chemistry	\$5,511.00
Cypret, Kristen	Modern & Classical Languages	\$4,896.00
Day, Michele	Social Work	\$4,137.00
DeBode, Jason	Management	\$10,000.00
Denton, Keith	Management	\$7,272.00
Dicke, Thomas	History	\$5,277.00
Dollar, Susan	Social Work	\$6,163.00
Downing, John	Kinesiology	\$6,440.00
Ellickson, Mark	Political Science	\$10,338.00
Elliott, Travis	Agriculture	\$3,300.00
Fallone, Melissa	Psychology	\$7,564.00
Fanetti, Matthew	Psychology	\$5,229.00
Felicilda, Rhea	Nursing	\$5,826.00
Foster, Lyle	Sociology & Anthropology	\$3,060.00
Fox, Corey	Management	\$10,000.00
Frederick, Dana	Management	\$3,190.00
Gallaway, Julie	Economics	\$3,624.00
Gallaway, Terrel	Economics	\$2,255.00
Garg, Vinay	Management	\$1,500.00
Garland, Brett	Criminology & Criminal Science	\$19,124.00
Gartin, Patrick	Criminology & Criminal Science	\$5,787.00
Gebken, Richard	Technology & Construction Management	\$16,286.00
Goddard, Stacy	Kinesiology	\$4,241.00
Goodwin, David	Reading, Foundations & Technology	\$8,645.00
Gouzie, Douglas	Geography, Geology & Planning	\$4,480.00
Greene, Brian	Biology	\$4,389.00
Greer, Olen	Accounting	\$15,774.00
Gutzke, David	History	\$5,392.00
Hackenwerth, William	Counseling, Leadership & Special Education	\$2,745.00
Haggard, Dana	Management	\$ 750.00
Haggard, K. Stephen	Finance & General Business	\$9,032.00
Hammond, Michael	Accounting	\$8,537.00
Hamwi, George	Marketing	\$2,250.00
Harmon, Christopher	Defense & Strategic Studies	\$6,400.00
Harrison, Glenda	Sociology & Anthropology	\$2,090.00
Hass, Aida	Criminology & Criminal Science	\$12,663.00
Heinlein, Kurt	Theatre & Dance	\$4,796.00
Hermans, Charles	Marketing	\$16,430.00
Herring, Tara	Biology	\$3,150.00

Academic Personnel Board Actions, cont'd.

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Hickey, Dennis	Political Science	\$13,280.00
High, Brian	Chemistry	\$3,144.00
Hines, Christopher	Accounting	\$7,500.00
Hobbs, Lora	Religious Studies	\$3,419.00
Hopper, Tina	Biology	\$2,550.00
Hornsby-Gutting, Angela	History	\$6,000.00
Huang, Shyang	Physics, Astronomy & Materials Science	\$10,597.00
Hubbard, Kevin	Technology & Construction Management	\$6,000.00
Hurst, Beth	Reading, Foundations & Technology	\$11,208.00
Johnson, David	Political Science	\$4,177.00
Johnston, Ahren	Marketing	\$ 750.00
Johnson, Richard	Computer Information Systems	\$7,375.00
Jones, Jeffrey	Finance & General Business	\$ 750.00
Jones, Martin	Technology & Construction Management	\$5,744.00
Jones, Steven	Reading, Foundations & Technology	\$11,062.00
Jutla, Rajinder	Geography, Geology & Planning	\$5,079.00
Karuppan, Corinne	Management	\$8,222.00
Kaula, Rajeev	Computer Information Systems	\$15,194.00
Keith, Nancy	Marketing	\$8,071.00
Keller, Anthony	Accounting	\$18,561.00
Keller, Carl	Accounting	\$17,987.00
Kemp, Paula	Mathematics	\$18,704.00
Kenneally, Maria	Nursing	\$2,969.00
Killion, J. Kurt	Mathematics	\$5,664.00
Kim, Kyoungtae	Biology	\$7,245.00
Koch, Susan	Defense & Strategic Studies	\$1,700.00
Koo, Pedro	Modern & Classical Languages	\$4,188.00
Lampe, James	Accounting	\$10,246.00
Leamy, Diane	Criminology & Criminal Science	\$7,966.00
Leasure, Stanley	Finance & General Business	\$6,542.00
Lopez, Joyce	Management	\$3,000.00
Lynch, Darrell	Sociology & Anthropology	\$3,060.00
Maier, Melissa	Communication	\$6,000.00
Margavio, Geanie	Accounting	\$7,558.00
Margavio, Thomas	Computer Information Systems	\$11,920.00
Mayonovic, Robert	Physics, Astronomy & Materials Science	\$7,900.00
McCarthy, Bernard	Criminology & Criminal Science	\$6,929.00
Michelfelder, Gary	Geography, Geology & Planning	\$4,148.00
Miller, F. Thornton	History	\$10,521.00
Miller, Myra	Management	\$3,300.00

Academic Personnel Board Actions, cont'd.

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Mitchell, D. Wayne	College of Health & Human Services	\$4,735.00
	Psychology	\$4,735.00
Mitchell, David	Economics	\$5,531.00
Mitra, Mahua	Economics	\$8,505.00
Mitra, Saibal	Physics, Astronomy & Materials Science	\$3,987.00
Morgan, Michelle	History	\$3,980.00
Nelson, Eric	History	\$10,574.00
Nelson, Walt	China Programs	\$2,089.00
	Finance & General Business	\$6,954.00
Niekamp, Melissa	Nursing	\$2,745.00
Nixon, Sarah	Reading, Foundations & Technology	\$3,282.00
Oden, Debra	Accounting	\$21,672.00
Olsen, Reed	Economics	\$6,661.00
Olson, Stevan	Accounting	\$27,815.00
Pace, Glenn	China Programs	\$1,500.00
	Management	\$6,454.00
Parker, Richard	Marketing	\$16,454.00
Patterson, Kathryn	Nursing	\$2,950.00
Pavlowsky, Robert	Geography, Geology & Planning	\$5,457.00
Payne, Keith	Defense & Strategic Studies	\$9,000.00
Peterson, Dane	Marketing	\$6,499.00
Pham, Courtney	Marketing	\$9,000.00
Philpot, James	Finance & General Business	\$19,047.00
Piston, William	History	\$5,255.00
Pursley, Jennifer	Mathematics	\$2,574.00
Qiao, Yahua	Political Science	\$5,103.00
Qiu, Xiaomin	Geography, Geology & Planning	\$5,755.00
Qualls, Lisa	Music	\$4,070.00
Ragan, Kent	Finance & General Business	\$ 250.00
Ray, Jack	Sociology & Anthropology	\$3,938.00
Rector, Paula	Criminology & Criminal Science	\$7,518.00
Reed, Michael	Physics, Astronomy & Materials Science	\$15,238.00
Richter, Mark	Chemistry	\$7,742.00
Robinson, Melinda	Theatre & Dance	\$1,000.00
Rollinson, Paul	Geography, Geology & Planning	\$5,535.00
Rose, John	Defense & Strategic Studies	\$9,000.00
Rothschild, Philip	Management	\$6,404.00
Satzinger, John	Computer Information Systems	\$8,038.00
Saunders, Georgianna	Biology	\$4,533.00
Savinske, Debra	Nursing	\$6,131.00
Saxon, Caryn	Criminology & Criminal Science	\$7,000.00

Academic Personnel Board Actions, cont'd.

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Schaefer, Allen	Marketing	\$17,916.00
Schmelzle, George	Accounting	\$17,335.00
	China Programs	\$2,500.00
Schroder, Gwen	Finance & General Business	\$3,332.00
Scott, Charles	Economics	\$6,000.00
Scott, James	Finance & General Business	\$6,071.00
Scott, Patrick	Political Science	\$5,748.00
Scroggins, Michael	Computer Science	\$3,468.00
Self, Sharmistha	Economics	\$5,531.00
Sexton, Randall	Computer Information Systems	\$14,010.00
Shah, Kishor	Mathematics	\$11,322.00
Sheffield, Eric	Reading, Foundations & Technology	\$10,071.00
Shirley, Corinne	Modern & Classical Languages	\$2,716.00
Simmers, Christina	Marketing	\$10,000.00
Sobel, Elizabeth	Sociology & Anthropology	\$4,083.00
Stafford, Gary	Mathematics	\$5,682.00
Stanojevic, Vera	Mathematics	\$16,075.00
Stokes, Amy	Marketing	\$10,000.00
Stone, Lorene	Sociology & Anthropology	\$7,704.00
Su, Shujun	Chemistry	\$6,823.00
Swearingen, Rebecca	Reading, Foundations & Technology	\$9,011.00
Thomas, Steven	Management	\$7,636.00
Tinsley, Tonia	Modern & Classical Languages	\$6,000.00
Todd, Danita	Nursing	\$7,153.00
Turner, Melissa	Management	\$3,000.00
Turpin, Barbara	Psychology	\$3,740.00
Tyra, Dudley	Communication	\$2,585.00
Vanderhoof, Glenna	Computer Information Systems	\$4,000.00
VanLanduyt, Cathryn	Computer Information Systems	\$2,000.00
Visio, Michelle	Psychology	\$4,429.00
Wait, D. Alexander	Biology	\$6,916.00
Wessels, Emanuelle	Media, Journalism & Film	\$12,500.00
White, Kimberly	Mathematics	\$4,992.00
White, Timothy	Media, Journalism & Film	\$2,870.00
Wisdom, Barry	Management	\$ 250.00
Witte, Hugh	Finance & General Business	\$9,162.00
Woodard, Rebecca	Kinesiology	\$11,056.00
Wright, Matthew	Mathematics	\$3,987.00
Yarckow-Brown, Ivy	Criminology & Criminal Science	\$8,734.00
Young-Jones, Adena	Psychology	\$3,822.00

Academic Personnel Board Actions, cont'd.

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Zhang, Ying	Finance & General Business	\$8,912.00
Zheng, Songfeng	Mathematics	\$3,909.00

ADDENDUM C**Supplemental payment for teaching assignments:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ajuwon, Paul	Counseling, Leadership & Special Education	\$1,155.00
Allen, Natalie	Biomedical Sciences	\$10,000.00
Anderson, Wayne	Finance & General Business	\$ 678.00
Artman, Amy	Religious Studies	\$2,695.00
Bailey, Sandra	Fashion & Interior Design	\$5,751.00
Bass, Samuel	Accounting	\$3,000.00
Beatty, Nick	Political Science	\$4,950.00
Berg, Susan	Nursing	\$ 220.00
Berry, Roberta	English	\$3,390.00
Blevins, Brooks	History	\$2,400.00
Bloom, Scott	Economics	\$ 770.00
Bourhis, John	Communication	\$ 825.00
Boyd, Carmen	Biomedical Sciences	\$1,705.00
	Study Away	\$1,819.00
Boyle, Michael	Philosophy	\$2,640.00
Brahnam, S Berlin	Computer Information Systems	\$4,345.00
Brazeal, LeAnn	Communication	\$1,430.00
Burge, Sara	English	\$2,145.00
Burt, Tracie	Psychology	\$ 589.00
Burton, Richard	Computer Information Systems	\$3,000.00
Bushman, Barbara	Kinesiology	\$2,144.00
Byrd, Sandra	Accounting	\$12,513.00
Camp, Deanne	Reading, Foundations & Technology	\$4,620.00
Cemore Brigden, Joanna	Childhood Education & Family Studies	\$3,940.00
Chang, Chih-Cheng	Finance & General Business	\$10,300.00
Chang, Ching-Wen	Reading, Foundations & Technology	\$3,025.00
Chin, Mary	Marketing	\$1,870.00
Claborn, David	Graduate College	\$ 715.00
Cooper, Marc	History	\$3,520.00
Cox, Erica	Biology	\$3,400.00
Crain, Susan	Finance & General Business	\$ 825.00
Cunningham, Denise	Childhood Education & Family Studies	\$ 550.00
Daniel, Carol	Nursing	\$ 897.00
Dattero, Ronald	Computer Information Systems	\$3,300.00
Dicke, Thomas	History	\$2,310.00
Dillon, Randy	Communication	\$ 990.00

Academic Personnel Board Actions, cont'd.

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Dollar, Susan	Social Work	\$ 880.00
Dowdy, David	Modern & Classical Languages	\$5,560.00
Dyer, Samuel	Communication	\$ 880.00
Evans, Sarah	Computer Information Systems	\$2,383.00
Foster, Jeffrey	Reading, Foundations & Technology	\$3,121.00
Garg, Vinay	Management	\$9,500.00
Garland, Brett	Criminology & Criminal Science	\$5,255.00
Gartin, Patrick	Study Away	\$10,708.00
Gattis, Lyn	English	\$2,145.00
Gebken, Richard	Technology & Construction Management	\$9,500.00
Gloe, Donna	Nursing	\$ 477.00
Goodwin, David	Reading, Foundations & Technology	\$ 825.00
Graves, Carolyn	Nursing	\$1,320.00
Greene, Janice	Bull Shoals Field Station	\$3,623.00
Groves, Fred	Reading, Foundations & Technology	\$ 495.00
Haggard, K. Stephen	Finance & General Business	\$10,300.00
Hail, Cynthia	Childhood Education & Family Studies	\$2,255.00
Hammond, Michael	Accounting	\$7,029.00
Haslam, Darryl	Social Work	\$2,035.00
Hass, Aida	Criminology & Criminal Science	\$4,388.00
Hawkins, Rita	Technology & Construction Management	\$8,623.00
Heitger, Lester	Accounting	\$1,320.00
Hellman, Andrea	Childhood Education & Family Studies	\$1,045.00
Henson, Pamela	Mathematics	\$ 122.00
Hermans, Charles	Marketing	\$9,500.00
	Study Away	\$8,090.00
Herr, Christopher	Theatre & Dance	\$1,485.00
Hobbs, Lora	Religious Studies	\$5,555.00
Hope, Kathryn	Nursing	\$ 345.00
Hornsby-Gutting, Angela	History	\$1,980.00
Hubbard, Kevin	Technology & Construction Management	\$4,150.00
Hughes, Joseph	Modern & Classical Languages	\$5,800.00
Hulett, Michelle	Computer Information Systems	\$ 917.00
Hulgus, Joseph	Ozarks Public Health Institute	\$7,764.00
Hunter, Anne Marie	Biomedical Sciences	\$ 715.00
Hurst, Beth	Reading, Foundations & Technology	\$2,807.00
Iman, Gary	Communication	\$6,105.00
Jennings, Bryan	Art & Design	\$1,114.00
	Study Away	\$3,980.00
Jennings, Mary	Social Work	\$ 770.00
Johnson, David	Political Science	\$1,870.00

Academic Personnel Board Actions, cont'd.

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Johnson, Julie	Modern & Classical Languages	\$3,850.00
Johnson, Richard	Computer Information Systems	\$2,640.00
Johnston, Ahren	Marketing	\$9,900.00
Jones, Martine	Technology & Construction Management	\$1,595.00
Kane, Thomas	Psychology	\$ 224.00
Kaula, Rajeev	Computer Information Systems	\$10,600.00
Kear, Dennis	Reading, Foundations & Technology	\$7,825.00
Keith, Nancy	Marketing	\$9,500.00
Keller, Anthony	Accounting	\$1,815.00
Kenneally, Maria	Nursing	\$ 825.00
Kent, John	Marketing	\$9,900.00
Koo, Pedro	Modern & Classical Languages	\$4,188.00
Lane, Thomas	Counseling, Leadership & Special Education	\$2,745.00
Leamy, Diane	Criminology & Criminal Science	\$6,198.00
Leasure, Stanley	Finance & General Business	\$3,135.00
Leibert, Don	Management	\$ 500.00
Maier, Melissa	Communication	\$ 880.00
Marrus, Malikah	Social Work	\$2,585.00
Martin, Judith	Modern & Classical Languages	\$ 55.00
Masterson, Gerald	Graduate College	\$ 935.00
	Kinesiology	\$1,980.00
Matthews, James	Counseling, Leadership & Special Education	\$1,705.00
McCarthy, Bernard	Criminology & Criminal Science	\$ 660.00
McCrary, Sue	Computer Information Systems	\$2,000.00
McMurtrey, Shannon	Computer Information Systems	\$2,200.00
Miller, F. Thornton	History	\$6,013.00
Morgan, Michelle	History	\$ 770.00
Morris, Taleyna	Communication	\$6,470.00
Murray, Sarah	Biomedical Sciences	\$1,931.00
Nelson, Eric	History	\$3,465.00
Nelson, Walt	China Programs	\$12,041.00
Norander, Per	Economics	\$3,618.00
Novik, Melinda	Kinesiology	\$3,744.00
Oden, Debra	Accounting	\$3,479.00
Odneal, Marilyn	Agriculture	\$1,705.00
Olson, Stevan	Accounting	\$2,616.00
Onyango, Benjamin	Agriculture	\$1,527.00
Pace, Glenn	Management	\$16,300.00
Parker, Richard	Marketing	\$10,300.00
Patterson, Kathryn	Nursing	\$ 275.00
Pearman, Cathy	Reading, Foundations & Technology	\$1,595.00

Academic Personnel Board Actions, cont'd.

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Peterson, Dane	Marketing	\$10,300.00
Philpot, James	Finance & General Business	\$1,980.00
Proctor, Lisa	Study Away	\$3,303.00
Pursley, Jennifer	Mathematics	\$2,310.00
Qiao, Yuhua	Graduate College	\$ 990.00
	Political Science	\$3,080.00
Ragan, Kent	Finance & General Business	\$9,500.00
Ramon, Michael	Criminology & Criminal Science	\$4,730.00
Rector, Paula	Criminology & Criminal Science	\$7,920.00
Reed, Michael	Physics, Astronomy & Materials Science	\$3,600.00
Ridinger, Rhonda	Kinesiology	\$6,498.00
Rimal, Arbindra	Agriculture	\$1,840.00
Robbins, Linda	Counseling, Leadership & Special Education	\$1,650.00
Rose, John	Defense & Strategic Studies	\$2,000.00
Rowe, Roberta	Communication	\$3,390.00
Salinas, Patti	Criminology & Criminal Science	\$1,430.00
Satzinger, John	Computer Information Systems	\$2,970.00
Saxon, Caryn	Criminology & Criminal Science	\$5,585.00
Schenk, Lynne	Communication Sciences & Disorders	\$1,003.00
Schmelzle, George	Accounting	\$1,210.00
	China Programs	\$10,001.00
Schotthofer, Melissa	Childhood Education & Family Studies	\$2,750.00
Scott, James	Finance & General Business	\$1,265.00
Scott, Patrick	Political Science	\$11,496.00
Scroggins, Michael	Computer Science	\$ 851.00
Scroggins, Wesley	Management	\$10,300.00
Self, Sharmistha	Economics	\$1,994.00
Sells, Patrick	Marketing	\$ 990.00
Sexton, Randall	Computer Information Systems	\$10,300.00
Shadrick, Ian	Counseling, Leadership & Special Education	\$1,320.00
Shermer, Aundrayah	Counseling, Leadership & Special Education	\$ 385.00
Sherrill, Donna	Mathematics	\$ 312.00
Shirley, Corinne	Modern & Classical Languages	\$ 770.00
Shoumikhin, Andrei	Defense & Strategic Studies	\$2,000.00
Simmers, Christina	Marketing	\$1,705.00
Sims-Giddens, Susan	Nursing	\$2,420.00
Slattery, Dianne	Technology & Construction Management	\$7,122.00
Slattery, Kerry	Technology & Construction Management	\$6,349.00
Smith, Cara	Childhood Education & Family Studies	\$3,685.00
Smith, Lucretia	Nursing	\$1,254.00
Stafford, Gary	Mathematics	\$1,650.00

Academic Personnel Board Actions, cont'd.

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Stoessner, Jennifer	Theatre & Dance	\$ 905.00
Street, Lisa	Social Work	\$ 605.00
Tassin, Keri	Accounting	\$16,000.00
Templeton, Kelly	Theatre & Dance	\$1,760.00
Test, Joan	Childhood Education & Family Studies	\$1,980.00
Thomas, Steven	Management	\$9,500.00
Trewatha, Pamela	Agriculture	\$5,115.00
Turner, John	English	\$1,045.00
Udermann, Joshua	Kinesiology	\$1,064.00
Utley, Rose	Nursing	\$ 660.00
Vanderhoof, Glenna	Computer Information Systems	\$ 660.00
VanLanduyt, Cathryn	Computer Information Systems	\$3,556.00
Walker, Elizabeth	Agriculture	\$1,522.00
Walters, Heather	Communication	\$3,905.00
Wang, Ye	Communication Sciences & Disorders	\$5,236.00
Weir, Cathie	Greenwood	\$3,000.00
Whisenhunt, Brooke	Psychology	\$1,540.00
White, Kimberly	Mathematics	\$3,562.00
Winkler, Danny	Computer Information Systems	\$3,629.00
Yarckow-Brown, Ivy	Criminology & Criminal Science	\$10,176.00
Youn, Kyeong-Won	Study Away	\$4,092.00
Younger, Steve	JVIC	\$1,900.00
Yu, Min	Childhood Education & Family Studies	\$1,045.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistant for the spring semester January 13, 2014 through May 16, 2014.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Agana, Bernice	Chemistry	\$5,064.00
Bahng, Mi-Kyung	Chemistry	\$2,081.00
Beaver, Garrett	Physics, Astronomy & Materials Science	\$5,064.00
Butts, Michelle	Chemistry	\$4,162.00
Carroll, Kristen	English	\$4,162.00
De la Hoz De la Hoz, Helena	Chemistry	\$5,064.00
Exner, Makayla	Biology	\$5,064.00
Kane, Alicia	Chemistry	\$4,162.00
Kirchner, Lisa	Chemistry	\$5,064.00
Klaus, Danielle	Chemistry	\$2,081.00
Liburd-Leffler, Simone	English Language Institute	\$4,162.00
McElmurry, Robert	English	\$4,162.00
Oburn, Shalisa	Chemistry	\$5,064.00
Shabel, Kevin	Media, Journalism & Film	\$4,162.00
Simpson, Aaron	Chemistry	\$5,064.00

MISSOURI STATE UNIVERSITY

III.G.2.

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for non-academic employees, as itemized below, are hereby approved.

APPOINTMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Kristy M. Teague	Academic Administrative Assistant I Chemistry	11	\$22,568 annually	01/21/14
Tamara Johnston	Administrative Assistant II Veteran Student Services	12	\$25,272 annually	01/28/14
Mark Seery	Assistant Director, Facilities Management, Maintenance Facilities Management	46	\$63,395 annually	02/06/14
Katy Jessee	Academic Advisor/Retention Specialist Business Advisement	42	\$31,500 annually	02/10/14
Ryan A. Gwynn	Custodian I Custodial Services	21	\$19,564 annually	02/11/14
Marcus Ozbun	Academic Advisor-Athletics Intercollegiate Athletics	41	\$26,817 annually	02/11/14
Albezza Cantu Treasure	Custodian Supervisor Plaster Student Union-Custodial	25	\$30,668 annually	02/18/14
Alexes S. Griffith	Custodian I Custodial Services	21	\$19,564 annually	02/18/14
Cheryl Combs	Financial Aid Coordinator-Student Employment Student Employment	42	\$35,500 annually	02/20/14
Lauren M. Bansbach	Sustainability Coordinator Environmental Management	42	\$30,447 annually	02/24/14 02/24/16

Non-academic Personnel Board Actions, cont'd.

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Katie S. McMahon	Costume Shop Manager/Draper Theatre & Dance	42	\$31,200 annually	02/24/14
Kelly N. Cabrera-Hurtado	Coordinator International Leadership & Training Center International Leadership & Training Center	43	\$35,000 annually	03/03/14
Jonathan C. Faith	HVAC Mechanic Facilities Maintenance	26	\$32,083 annually	03/03/14
Amy Murphy	Administrative Specialist II Disability Resource Center	12	\$24,960 annually	03/03/14
Ashley D. Ryan	International Admission Coordinator International Services	42	\$35,000 annually	03/03/14
Jonathan L. Hardin	Laboratory & Stores Supervisor Chemistry	26	\$32,083 annually	03/10/14
Rose M. Lee	Executive Assistant I College of Education	12	\$27,560 annually	03/10/14
Kristie Reynolds	Coordinator of Citizenship & Service Learning Citizenship & Service Learning	42	\$30,447 annually	03/17/14
Kelly J. Dalton	Senior Accountant/Analyst Financial Services	44	\$46,000 annually	03/19/14
Teresa Ann Patterson	Senior Accountant/Analyst Financial Services	44	\$46,000 annually	03/24/14
Elizabeth A. Glidewell	Research Specialist II Biology	42	\$30,447 annually	04/01/14
Christopher R. Palmer	Maintenance General Mechanic Facilities Maintenance	25	\$28,849 annually	04/01/14

Non-academic Personnel Board Actions, cont'd.

Page 3

Jessica R. Robertson	Professional Education Advisor College of Education (9-month appointment)	42	\$29,793 annually	04/01/14
Kael Smith	Jr. Research Scientist Ctr for Biomedical & Life Sciences	42	\$35,000 annually	04/01/14
Mallory Weber	Head Coach Intercollegiate Athletics	UN	\$35,000 annually	04/01/14
Craig E. Seibel	Custodian I Plaster Student Union	21	\$19,988 annually	04/09/14
Priscilla L. Childress	Coordinator Parent & Family Programs SOAR	42	\$43,500 annually	04/21/14
Karissa Jones	Assistant Director of Alumni Activities Alumni Relations	42	\$40,000 annually	04/21/14

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Susan M. Douglas	Career Resources Specialist Career Center	01/03/14
Jeffrey S. Collins	Custodian I Residence Life, Housing & Dining Services	02/01/14
April Labine-Katko	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	02/07/14
Christopher D. Lynn	Academic Advisor/Retention Specialist Business Advisement	02/28/14
Asher J. Ramsey	Field & Maintenance Worker School of Agriculture	02/28/14
Richard Brooks	Custodian I Custodial Services	03/15/14

Non-academic Personnel Board Actions, cont'd.

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Rebecca Crouch	Custodian I Custodial Services	03/15/14
Albezza Cantu Treasure	Custodial Supervisor Plaster Student Union-Custodial	03/19/14
Richard J. Laird	Director of Development Office of Development	03/31/14
Andrew O. Fitzgerald	Assistant Coach Intercollegiate Athletics	04/05/14
Bradley F. Rosenberg	Assistant Coach Intercollegiate Athletics	04/23/14
Charles Berry	Maintenance General Mechanic Facilities Maintenance	04/30/14
Matthew McSpadden	Grounds Foreman Facilities Maintenance	05/02/14
RETIREMENTS:		
<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Kathleen James	Academic Records Specialist Office of the Registrar	01/31/14
Charlotte C. Hardin	Assistant to the Head EPP for Diversity Initiatives Educator Preparation Provider	04/30/14
Larry Adams	HVAC Mechanic Facilities Maintenance	05/31/14
Dorothy Marr	Academic Administrative Assistant II Sports Medicine & Athletic Training	05/31/14
Marilyn Robertson	Administrative Assistant II Taylor Health & Wellness Center	05/31/14

Paul Kincaid	Chief of Staff/Assistant to the President for University Relations University Relations	09/30/14
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LAIID-OFF:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Jolene Thompson (Grant Funded)	Outreach Coordinator-Project Smokebusters Ozarks Public Health Institute	02/28/14

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Joshua Udermann	Assistant Coach Intercollegiate Athletics	06/30/14

LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Carla J. Coorts	Assistant to the Dean	02/24/2014
	Graduate College	03/25/2014

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Delores J. Joyce	Project Coordinator-TUP	Change	12/01/13
	Ozarks Public Health Institute	of	11/30/14
	From: GR 42, \$32,899 annually (75% FTE)	Status	
	To: GR 42, \$35,093 annually (80% FTE)		
Brian J. Westhues	Assistant Director Campus Recreation - Recreational Sports Campus Recreation	Change in Start Date	01/22/14

Non-academic Personnel Board Actions, cont'd.

Page 6

Tamara L. Flores	<p>From: Academic Administrative Assistant II Counseling, Leadership & Special Education GR 12, \$25,686 annually</p> <p>To: Administrative Specialist II Assessment & Institutional Research GR 12, \$25,686 annually</p>	<p>Change of Status</p>	01/27/14
Kathleen James	<p>From: Academic Records Specialist Office of the Registrar</p> <p>To: Staff Emeritus Office of the Registrar</p>	<p>Change of Status</p>	02/01/14
Pamela K. Campbell	<p>From: Benefits Specialist Office of Human Resources GR 16, \$35,719 annually</p> <p>To: Training Specialist Office of Human Resources GR 42, \$38,000 annually</p>	<p>Promotion</p>	02/03/14
Jim R. Winslow	<p>From: Regional Admission Counselor Office of Admissions</p> <p>To: Regional Admission Counselor Diversity Outreach & Recruitment Office of Admissions</p>	<p>Change of Status</p>	02/03/14
Richard Britton	<p>From: Custodian I Residence Life, Housing & Dining Services</p> <p>To: Custodian I Custodial Services</p>	<p>Transfer</p>	02/17/14
Lori Steele	<p>Assistant Dual Credit Coordinator Academic Outreach</p> <p>From: GR 41, \$29,334 annually (100% FTE)</p> <p>To: GR 41, \$22,000 annually (75% FTE)</p>	<p>Change of Status</p>	02/28/14

Non-academic Personnel Board Actions, cont'd.

Page 7

Paul J. Essel	Senior Accountant/Analyst Financial Services From: GR 44, \$42,919 annually To: GR 44, \$46,000 annually	Salary Adjustment	03/01/14
Konya L. Knackstedt	From: Accounting Specialist Campus Recreation GR 13, \$30,424 annually To: Assistant Director-Budget Operations Campus Recreation GR 42, \$33,300 annually	Reclassification & Salary Adjustment	03/01/14
Joseph S. Morris	Director Student Orientation, Advisement and Registration SOAR From: GR 42, \$44,204 annually To: GR 44, \$48,537 annually	Reclassification & Salary Adjustment	03/01/14
Carolyn Price	From: Financial Aid Technician Financial Aid To: Staff Emeritus Financial Aid	Change of Status	03/01/14
Audrianna Killian	From: Veterans Incentive Program Coordinator Office of the Registrar GR 41, \$33,660 annually To: Assistant Director TRIO Upward Bound GR 43, \$40,000 annually	Promotion	03/03/14
Emily McGee	From: Contract Compliance Manager Design & Construction GR 44, \$48,849 annually To: Administrative Coordinator Facilities Management-Work Management GR 28, \$54,222 annually	Promotion	03/03/14

Non-academic Personnel Board Actions, cont'd.

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Carla J. Coorts	Assistant to the Dean Graduate College From: GR 43, \$43,875 annually (93.75% FTE) To: GR 43, \$35,063 annually (75% FTE)	Change of Status	03/06/14
Andrew S. Garton	From: Foundation Scholarship Coordinator Office of Development GR 42, \$40,426 annually To: Director of Development Office of Development GR 44, \$51,000 annually	Promotion	03/10/14
Erin E. Parrish	From: Director of Research Compliance Research & Economic Development GR 45, \$59,513 annually To: Director Office of Research Administration GR 47, \$70,000 annually	Promotion	03/17/14
Recy Moore	From: iCourse Coordinator Missouri State Outreach To: Academic Advisor/Marketing, Recruitment & Retention Specialist for Nontraditional Students Missouri State Outreach	Change of Status	03/18/14
Sarah E. Caldwell	From: Sr. Accountant – Analyst Financial Services GR 44, \$48,225 annually To: Manager, Accounts Payable & Budgeting Financial Services GR 45, \$54,000 annually	Promotion	04/01/14

Non-academic Personnel Board Actions, cont'd.

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Brian C. Kincaid	From: Business Incubator Coordinator Ctr for Business & Economic Development To: Director, Business Incubator Ctr for Business & Economic Development	Title Change	04/01/14
Robert I. Kincaid	From: Co-Curricular Student Ombudsperson Multicultural Programs & Student Diversity To: Special Assistant to Head Football Coach Intercollegiate Athletics	Change of Status	04/01/14
Paula M. Moore	From: ELI Academic Specialist English Language Institute GR 43, \$38,760 annually To: ELI Special Programs Director English Language Institute GR 45, \$47,000 annually	Promotion	04/01/14
Shannon C. Ailor	From: Sponsored Research & Programs Specialist Office of Sponsored Research To: Research Administration Specialist Research Administration	Title Change	04/03/14
Janene A. Proctor	From: Sponsored Research & Programs Specialist Office of Sponsored Research To: Research Administration Specialist Research Administration	Title Change	04/03/14
Marina C. Zordell-Reed	From: Coordinator Sponsored Research Office of Sponsored Research To: Coordinator, Research Administration Research Administration	Title Change	04/03/14

Non-academic Personnel Board Actions, cont'd.

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Michelle D. Creson	From: Administrative Specialist II Financial Aid GR 12, \$25,584 annually To: Financial Aid Technician Financial Aid GR 13, \$29,120 annually	Promotion	04/07/14
Teresa Stafford	From: Custodian I Plaster Student Union-Custodial To: Custodian I Custodial Services	Transfer	04/07/14
Jane E. Robison	From: Executive Director, International Enrollment Management English Language Institute To: Executive Director English Language Institute	Title Change	04/15/14
Sheila McGowne	From: Academic Administrative Assistant I Marketing GR 11, \$22,467 annually To: Administrative Assistant II Alumni Relations GR 12, \$26,270 annually	Promotion	04/16/14
Joshua S. Barnes	From: Custodian I Residence Life, Housing & Dining Services GR 21, \$20,608 annually To: Custodial Specialist Residence Life, Housing & Dining Services GR 23, \$23,920 annually	Promotion	04/21/14
Kenneth W. Ament	From: Custodian I Residence Life, Housing & Dining Services To: Staff Emeritus Residence Life, Housing & Dining Services	Change of Status	05/01/14

Non-academic Personnel Board Actions, cont'd.

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Carla J. Coorts	Assistant to the Dean Graduate College From: GR 43, \$35,063 annually (75% FTE) To: GR 43, \$40,950 annually (87.5% FTE)	Change of Status	05/01/14
Paula J. Huey	From: Benefits Assistant Office of Human Resources GR 14, \$34,210 annually To: Benefits Specialist Office of Human Resources GR 42, \$37,631 annually	Reclassification & Salary Adjustment	05/01/14
Jordan D. Endicott	Admission Assistant I History	Continuation of Appointment	05/19/14 08/08/14
Marilyn Robertson	From: Administrative Assistant II Taylor Health & Wellness To: Staff Emeritus Taylor Health & Wellness	Change of Status	06/01/14
Kyle Moats	Director of Athletics Intercollegiate Athletics From: \$157,933 annually To: \$160,302 annually	Salary Adjustment	07/01/14

Vote: _____ Yea
_____ Nay

IV.A.

PRESIDENT'S REPORT

President Clif Smart's report will include updates and comments on the following topics:

1. Welcome to Commencement Weekend
2. Update on 2014 Legislative Session
3. Review of Missouri Public Affairs Hall of Fame Induction
4. Upcoming China Trip
5. Reminder about June Board Meeting in Kansas City
6. Preview of Discussion on Marketing

V.A.

FACULTY SENATE REPORT

Drs. Ryan Giedd and Stephen McIntyre, outgoing and incoming Chairpersons for the Faculty Senate, will be present to make reports to the Governors. The reports will be made within the guidelines approved at the October 21, 1983, meeting of the Board of Regents.

V.B.

Report from the Provost

Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs.

- 1) Introduction of the Recipients of the Foundation Awards for Teaching, Research and Service
- 2) Resolution Honoring Out-Going Faculty Senate Chair Ryan Giedd
- 3) Resolution for Excellence in Public Affairs
- 4) Update on the 2014 Public Affairs Conference (Dr. Kevin Evans)

V.B.2.

RECOMMENDED ACTION: Approval of Resolution of Appreciation for Dr. Ryan Giedd

The following resolution was moved by _____ and seconded by _____.

WHEREAS, Dr. Ryan Giedd, Professor in the Department of Physics, Astronomy and Materials Science, served as Chair of the Faculty Senate for the 2013-2014 academic year; and

WHEREAS, Dr. Giedd has worked tirelessly to promote the best interests of the institution and been an outstanding advocate on behalf of the faculty and curriculum development;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Governors of Missouri State University expresses its sincere appreciation to Dr. Giedd for his exemplary service as Chair of the Faculty Senate for the 2013-2014 academic year.

VOTE: AYE _____

 NAY _____

V.B.3.

RECOMMENDED ACTION – Approval of a resolution to acknowledge the Excellence in Public Affairs for Faculty and Staff award recipients.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Board of Governors of Missouri State University wishes to encourage and recognize outstanding faculty and staff in the area of public affairs; and

WHEREAS, the Board of Governors' Award for Faculty Excellence in Public Affairs and the Board of Governors' Award for Staff Excellence in Public Affairs have been established to duly honor up to three faculty and three staff annually; and

WHEREAS, the following individuals have established a record and provided evidence of distinctive work and accomplishments in support of the University's Public Affairs mission;

NOW THEREFORE, BE IT RESOLVED that the Board of Governors' Award for Faculty Excellence in Public Affairs be awarded to:

James S. Baumlin
W. Anson Elliott
Laura J. Hobbs

And that the Board of Governors' Award for Staff Excellence in Public Affairs be awarded to:

Herbert L. Lunday
Kathy J. Nordyke

And that each awardee receives a \$1500 grant to be used for travel and/or projects related to their public affairs activities.

VOTE: **AYE** _____

NAY _____

Comments: In accordance with Governing Policy G3.08, a committee selected these award recipients from a pool of nominees submitted by the academic colleges, the School of Agriculture, the Duane G. Meyer Library, and the West Plains Campus for faculty and a pool of nominees from across both the Springfield and West Plains Campuses for staff.



**THE OFFICE OF RESEARCH ADMINISTRATION
ACTIVITY REPORT – FISCAL YEAR 2014 THROUGH MARCH**

The University faculty, staff and students are involved in research, education and service projects through the support of governmental, business and philanthropic entities. This report summarizes key aspects of this activity and highlights awards received in FY 2014 through the month of March.

RESULTS

As of the end of March, the University has submitted 259 proposals for support of University-based projects. To date, 213 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$16.8 million. It should be noted that some of these awards are for projects that extend over more than one year, but the formal commitment for funds is only for the current project year.

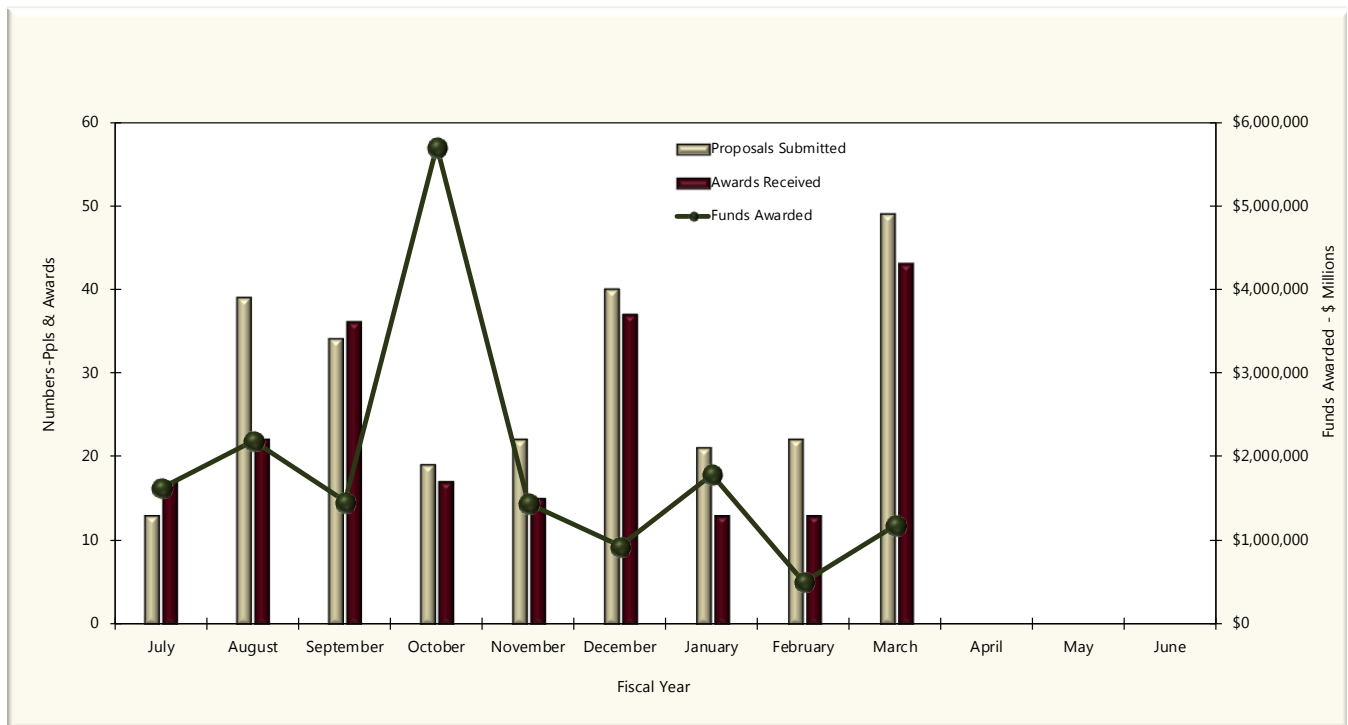
Key Indicators	Activity for FY 2014	% Change from FY 2013
Proposals Submitted	259	3%
Funds Requested	\$28,267,983	9%
Named Investigators	112	-1%
Grants & Contracts Awarded	213	7%
Funds Awarded	\$16,818,797	9%

We are showing increases in all categories, except Named Investigators, for the month of March. This can be attributed to both increased efforts from our faculty and staff and from less restrictive budgets for our sponsoring agencies.

Following is a monthly breakdown of the external funding activity so far in FY 2014:

Sponsored Program Activity FY 2014

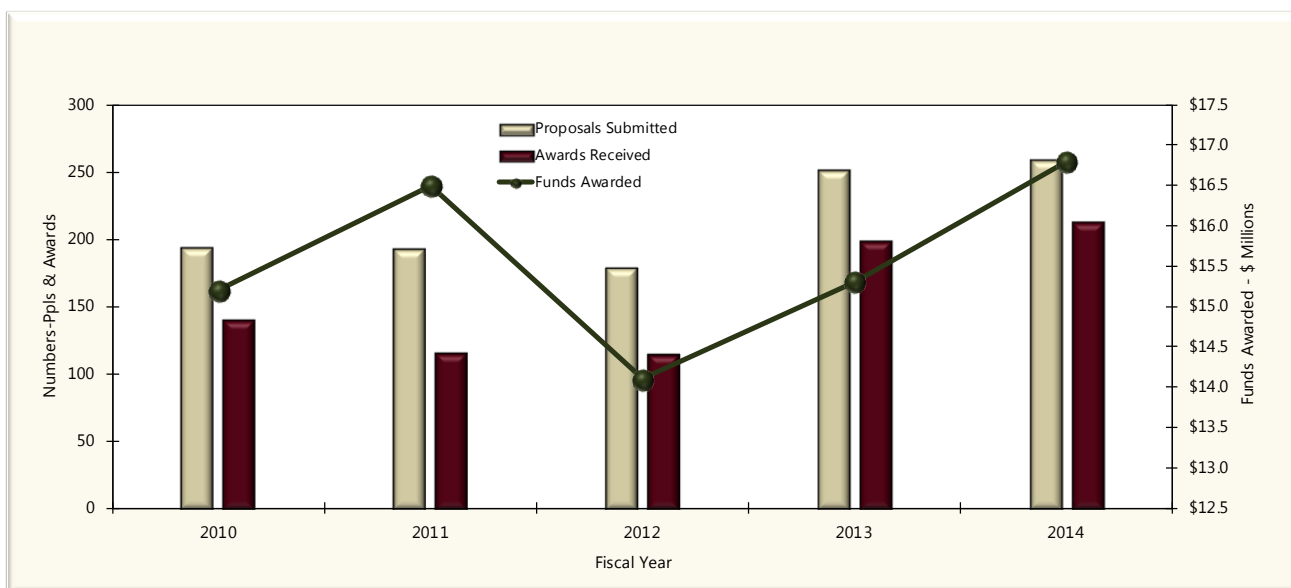
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	13	17	\$1,623,605
August	39	22	\$2,192,363
September	34	36	\$1,458,895
October	19	17	\$5,710,002
November	22	15	\$1,439,968
December	40	37	\$926,745
January	21	13	\$1,787,292
February	22	13	\$501,587
March	49	43	\$1,178,340
April			
May			
June			
	259	213	\$16,818,797



As indicated in the first table of this report, we have risen above our key indicator benchmarks, in most areas; this is further illustrated in our comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of March (FY 2010 - FY 2014)

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2010	194	27	3	4	44	62	140	\$48.1	\$15.2
2011	193	32	3	3	34	44	116	\$45.7	\$16.5
2012	179	37	2	3	25	48	115	\$31.9	\$14.1
2013	251	39	2	4	34	120	199	\$26.0	\$15.3
2014	259	35	0	7	45	126	213	\$28.2	\$16.8



Following is the grant and contract activity for FY 2014, through March, by University Unit.

**FY 14 Grant/Contract Activity by Unit
Through March, 2014**

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Admin & Info Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Bull Shoals Field Station	1	1	0	1	6	4	\$ 20,245	5	4	\$ 20,245
Center for Applied Science & Engineering	2	0	2	0	13	5	\$ 47,320	4	4	\$ 47,320
Center for Archaeological Research	2	1	2	1	19	10	\$ 87,779	11	6	\$ 87,779
Center for Biomedical & Life Sciences	0	1	0	1	16	15	\$ 400,194	16	15	\$ 400,194
Center for Dispute Resolution	0	1	0	1	4	4	\$ 93,762	4	4	\$ 93,762
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Grapevine Biotechnology	0	0	0	1	0	1	\$ 10,170	2	1	\$ 10,170
Center for Project Innovation & Management	0	1	0	0	2	0	\$ -	0	0	\$ -
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Resource Planning & Management	3	1	3	1	16	12	\$ 412,874	10	8	\$ 412,874
Center for Scientific Research & Education	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	2	0	0	2	0	\$ -	1	0	\$ -
College of Arts & Letters	1	2	1	3	9	7	\$ 186,405	4	2	\$ 62,544
College of Business Administration	0	2	0	3	8	9	\$ 2,782,928	8	9	\$ 2,782,928
College of Education	3	8	3	8	24	22	\$ 835,687	19	17	\$ 840,575
College of Health & Human Services	2	24	2	14	51	29	\$ 1,254,759	32	23	\$ 1,289,736
College of Humanities & Public Affairs	0	7	0	6	10	6	\$ 281,370	7	5	\$ 281,370
College of Natural & Applied Sciences	2	24	0	15	66	29	\$ 704,566	43	24	\$ 664,700
Community & Social Issues Institute	0	0	0	0	0	0	\$ -	0	0	\$ -
Diversity & Inclusion	1	0	1	0	1	2	\$ 502,665	1	2	\$ 502,665
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for Play Therapy	0	1	0	1	1	1	\$ 1,990	1	1	\$ 1,990
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
Jordan Valley Innovation Center	1	0	1	0	8	7	\$ 451,325	8	7	\$ 451,325
Library	0	4	0	0	6	0	\$ -	5	0	\$ -
Mid-America Viticulture & Enology Center	1	0	1	1	6	8	\$ 366,731	6	8	\$ 366,731
Ozark Environmental Water Research Institute	0	1	0	1	7	8	\$ 326,362	7	8	\$ 326,362
Ozarks Public Health Institute	0	1	1	1	5	3	\$ 150,294	5	3	\$ 150,294
President	2	0	2	0	2	2	\$ 10,350	1	1	\$ 10,350
Provost	2	3	2	3	9	9	\$ 648,008	9	9	\$ 771,870
Research & Economic Development	4	0	4	0	14	14	\$ 1,401,142	10	10	\$ 1,401,142
School of Agriculture	2	3	2	5	19	21	\$ 853,689	16	18	\$ 853,689
Small Business Development Center	1	0	1	0	3	5	\$ 146,280	3	5	\$ 146,280
Southwest Missouri Area Health Education Center	1	0	1	0	6	5	\$ 212,917	6	5	\$ 212,917
Southwest Regional Professional Development Center	1	1	3	1	6	5	\$ 1,705,530	6	5	\$ 1,705,530
Student Affairs	3	0	1	0	3	1	\$ 16,000	2	1	\$ 16,000
West Plains	3	3	7	4	8	12	\$ 2,907,455	7	8	\$ 2,907,455
TOTAL	38	92	40	72	350	256	\$ 16,818,797	259	213	\$ 16,818,797

* Credit Share - divides the proposals/awards between the PI's, therefore proposals/awards may be reflected in the totals more than once.

** Actual - proposals/awards will only be shown in the originating unit.

PROJECT HIGHLIGHTS

- **Dr. Robert Pavlowsky**, professor of geography, geology and planning at Missouri State University received a renewal grant of **\$29,233** from the **City of Springfield** for the Springfield MS4/TMDL Monitoring project. This research project implements a water quality monitoring program for urban areas in Springfield. The goal of this project is to determine the levels of pollutants in urban runoff to comply with the Clean Water Act. The awarded grant money will be used to pay for supplies as well as staff, undergraduate and graduate student help.
- **Tammy Wiley**, general manager of KSMU Radio at Missouri State University, was awarded four grants totaling **\$820,851** from the **Corporation for Public Broadcasting (CPB)** as well as two grants totaling **\$108,789** from the **Missouri Arts Council**. These funds will be used for operations and programming expenses for both the television (OPT) and radio stations (KSMU).
- **Dr. Chin-Feng Hwang**, associate professor in the William H. Darr School of Agriculture, received a **\$59,976** grant to continue the project on “Exploring the Genetic Resources of Norton Grape for Fungal Disease Resistance.” This award is from the **Missouri Department of Agriculture** Specialty Crop Block Grant Program (SCBGP). The goal of this project is to provide molecular genetic support to expedite a Norton grape breeding effort with the ultimate goal of improving viticultural performance and enological quality of new grape varieties well adapted to Missouri conditions.
- **Dr. Chris Barnhart**, professor of biology at Missouri State University, received a grant of **\$18,000** to fund the development of “Propagation and Augmentation of the Ouachita Rock Pocketbook.” Financial support for this project was provided by the **Oklahoma Department of Wildlife Conservation** through the Endangered Species Act, Section 6 Grant F11AP00447 and Missouri State University.

Report by International Programs May 2014

China Program

For fall 2014 Missouri State will have 4 students studying at Qingdao University and our second MSU student to study at Hainan University in Haikou. West Plains will also have six MSU-WP Interns for the fall 2014 semester in Dalian.

English Language Institute

To date, 55 new students have been admitted for the summer term. Students in the ELI this spring participated in a number of community service projects, among which were presentations and interactive events with local elementary IB schools. They also participated in debate tournaments and interactive events with Global Studies classes. The ELI staff is currently writing a new self-study for re-accreditation with the Commission for English Language Program Accreditation (CEA).

The new ELI Special Programs division is gearing up for a very full summer, beginning with the second annual Isesaki (Japan) Global Leadership Academy from May 24 – June 2 for 132 high school juniors and several teachers. During June and July, the Language and Culture Programs will host professors and students from several countries in both 8-week and 4-week sessions. To date, 86 have applied for this cultural immersion program. In July, Global Leadership Academy, a new 3-week program for youth, will take place on the MSU campus. Both international and American teenagers will participate together in activities that promote the Public Affairs Mission. Another new program customized for a small group of 5 to 7 year old Chinese children and their parents will take place for two weeks in July. Then in early August, the fourth annual Isesaki Summer Cultural Exchange Program will take place on campus, with 82 high school freshmen, teachers, and administrators from Isesaki, Japan.

This spring MSU hosted 27 students from the Brazil Scientific Mobility Program and will receive 13 new BSMP students this summer. U.S. State Department sponsored Global UGRADs numbered 16 this spring, with more anticipated for summer, along with at least 1 Fulbright Intensive English participant. We also served 4 Daegu (Korea) University scholarship students this spring, and we are scheduled to receive 2 USAID West Bank and Gaza Master's Scholarship Program participants in the fall. The total number of students in these sponsored programs in spring 2014 was 47 from 13 different countries.

Foreign Language Institute

Enrollment continues to grow in the Foreign Language Institute with 179 students from four institutions (151 MSU, 7 Drury, 8 Evangel, 13 OTC) enrolled in courses in the spring 2014 semester. Six languages are currently offered, including Arabic (24 enrolled), Chinese (34 enrolled), Italian (33 enrolled), Japanese (46 enrolled), Portuguese (13 enrolled), and Russian (30 enrolled). The fall 2014 semester will continue these six languages with the addition of German.

International Leadership and Training Center

The MSU International Leadership and Training Center is working with Brazilian partner university CESUMAR to conduct the 2014 Global Agriculture Initiative in May. This three-week program will include a visit to Missouri by 17 students and faculty from Brazil. The inbound group will study production agriculture and visit various agribusinesses in Missouri, including Monsanto, Bunge and CNH

Reman. The second half of the program will be a faculty-led Study Away to Brazil for 14 Missouri State students from the Darr School of Agriculture.

Other upcoming ILTC programs include a July visit by students from CESUPA (Brazil) to study “Leadership and Teamwork in Health Care” and the arrival in August of 18 students from China for the second annual customized biotechnology training program for Qingdao University.

International Services

There are 1425 international students, representing 76 countries, currently studying at Missouri State University this semester. To date for the Fall 2014 semester, IS has received 818 applications (335 incomplete) and admitted 348 students. At this same time last year, IS had received 753 applications (280 incomplete) and had admitted 371. China remains Missouri State’s number one feeder country with 734 Chinese currently enrolled. Saudi Arabia is Missouri State’s second largest international student population with 286 currently enrolled. The third and fourth largest international populations include South Korea at 77 and India at 30.

Study Away Programs

The Study Away Advisory Committee (SAAC) awarded the remaining balance (\$7,810) of the Study Away Exploratory Travel Fund (\$20,000) for faculty traveling to Austria, Taiwan, Russia, Japan and China. Faculty who receive awards commit to lead short-term programs within two years of travel.

MSU will offer 40 short-term faculty-led programs in 2013-2014, which compares to 31 programs in 2012-2013, a 29 percent increase.

Study Away awarded the second round of college scholarships to students in each college and the School of Agriculture. A total of \$95,000 in internal scholarships will be awarded this academic year.

VII.A.

REPORT FROM THE OFFICE OF THE VICE PRESIDENT FOR DIVERSITY AND INCLUSION

Vice President for Diversity and Inclusion, Ken Coopwood, will report comments on the following topic:

Update: DDI Bridge Springfield: Brother 2 Brother Program and the 2nd Annual Collaborative Diversity Conference

Bridge Springfield: Brother 2 Brother Program

The Division for Diversity and Inclusion (DDI) recently revealed it's Bridge Springfield: Brother 2 Brother (B2B) male development program to the community. The presentation was a huge success - 11 of the 13 B2B Steering Committee members were present. To address city-wide issues about male engagement and graduation, a sustainable program that would have marked impact on the city and would complement existing programs such as Diversity MODES and the Drury Scholars Program was chosen. The Student African American Brotherhood (SAAB)/Brother to Brother Program (B2B), was adopted because of its success and openness to expansion.

For the past three months, the B2B student leadership has been involved in personal development training: they attended a two-day leadership camp, a delegation attended the SAAB National Conference, and they developed a high school and college strategic plan as well as individual development plans. A minimum of one advisor and one mentor is assigned to each of the students in leadership roles. The SAAB/B2B National Headquarters requires continuous assessment of the program with performance measures. The mentors and advisors are from the general community and business, education and non-profit community. The presentation marked the end of the programs pre-development stage and the opening of its on-going implementation. The following are on-going efforts to keep the program growing:

1. Administration of the program will be led by MSU, but shared by other universities making up the MODES Consortium.
2. Pursue program support via foundations such as Lumina.
3. Bi-weekly joint B2B Steering Committee and Group Membership meetings from now until further notice.

2nd Annual Statewide Collaborative Diversity Conference

April 24-25, 2014 marked the eventful 2nd Annual SCDC. This year was filled with excitement and extended components from last year's successes. The conference featured Jeff Johnson, syndicated columnist and public affairs activist, and researcher, law professor and author, Kim Norwood. Both personalities drew interest from around the state and Norwood's address served as the crossover to MSU's first Women's Leadership Conference.

In addition, the SCDC drew a near-capacity audience to attend a more diverse array of presentations, entertainment, dinner and networking. A summary of the conference would include: Multiple networking opportunities, 49 speakers, 30+ planners/staff/volunteers, 28 presentations, 12 sponsors, 3 delicious meals including dinner with entertainment, 2 plenary sessions, 1 snack room and altogether, one very good time!

We were proud to present our inaugural Statewide Diversity Champions, The Honorable Jimmie and Stacy Edwards! The SDC award recognizes individuals for their innovative and committed service to an under-represented population or cause in the state of Missouri. To determine eligibility for the SDC we look for impact made on this population or cause that is both sustainable and remarkable among fellow Missourians. The award identifies both professionals and citizens who take uncommon initiative for the betterment of education, living conditions, social status or economic impact of underrepresented persons or causes. This work is exemplified by use of personal and professional resources, collaborative approaches to maximizing impact, standard-setting, uncommon servitude and contributions to public education and dialogue about the population or cause.

Next year, we will conduct a 3-day conference. We get started a month early, so mark your calendars for March 25th through 27th. We will hold a pre-conference diversity fair on the 25th, which will be a showcase of diversity consultants for hire. Corporations will get a sneak peak at vendor services and hear two or three selected presentations from a major vendor. The 26th and 27th will be two full days, which will include a conference track just for students. We will have a professional entertainment event and an evening social event.

The Annual Statewide Collaborative Diversity Conference is well on its way to becoming the premier annual diversity gathering in all of Missouri! We welcome your support.

Other updates/notices:

- Race and Faith Collaborative - The third Reveal event: Places of Gathering (Worship, Companies, etc.), will be held Saturday, May 3, 2014 at 8:30AM at the Boys and Girls Club in Springfield. The Club is located at 1212 W. Lombard Street.
- Dr. Coopwood was selected to the board for the National Association of Diversity Officers in Higher Education
- Dr. Coopwood's article on male development received national press from two magazines: Diverse Issues and Society for Diversity Professionals.
- The DDI now has regular columns in four local publications, one column appears in Spanish.

Respectfully submitted:

Ken Coopwood, Sr., Ph.D.
VPDI

Missouri State University Board of Governors

May 15, 2014 meeting

Report by Dr. Drew Bennett

Chancellor, West Plains Campus

HLC Accreditation Visit: A team of peer reviewers from the Higher Learning Commission (HLC) of the North Central Association (NCA) of Colleges and Schools, a regional higher education accrediting agency, completed their visit to Missouri State-West Plains on April 2, bringing the campus' two-year-long process of reaccreditation nearer to completion. During the three-day evaluation, members of the team conducted approximately 30 meetings and met with members of the campus community, including open forums with faculty, staff and students. The self-study process allowed us to highlight our many successes, as well as identify opportunities for improvement. I think we have an outstanding team that is dedicated to serving students, and I am confident that came through during the visit. The next step in the reaccreditation process includes the development of a report by HLC team members, which will be submitted to HLC officials for consideration. In the report, the team will recommend to the commission a continuing status for the campus. Following a review process, the commission itself will take final action. An announcement of that final decision concerning reaccreditation is expected this fall.

Operation 50K: Missouri State -West Plains reached its goal of giving 50,000 hours of service to area communities as part of the Operation 50K initiative. The year-long community service initiative began following 2013 commencement ceremonies as a way to honor the campus' 50th anniversary. For the past 12 months, faculty, staff, students and those with ties to the university have been recording their volunteer hours online. On April 8, the number of hours contributed surpassed the 50,000 mark – just over a month from the May 17 commencement deadline set when the initiative began. We are continuing to log volunteer hours until graduation on May 17, and we have surpassed 52,000 hours as of April 28. If we document at least 53,334 hours by commencement 2014, we will have provided \$400,000 of volunteer services (calculated at hourly minimum wage).

Commencement: To date, 272 students have applied to be candidates for graduation from Missouri State University-West Plains during commencement ceremonies May 17 at the West Plains Civic Center. This number could increase because the deadline to apply to graduate has not passed at the time this report was submitted. In addition, 41 students will participate in commencement ceremonies for Missouri State University-Springfield graduate and undergraduate degree programs, some of which are available through the Missouri State Outreach program on the West Plains campus. Missouri State University Board of Governors member Orvin Kimbrough will give the keynote address.

Evening College: Beginning this fall, Missouri State -West Plains will offer classes for four different degree programs during evening hours as part of its new Evening College program. Classes include those for the Associate of Arts in General Studies, Associate of Science in Business, Associate of Science in Nursing (the LPN-to-RN bridge program) and Associate of Science in Child and Family Development (CFD) degrees. Even though evening classes have been offered for years on the West Plains campus, the Evening College concept arranges classes in a routinized schedule that allows students to complete the degree within a certain number of semesters. Students completing the four associate degree programs offered in the evening can continue their studies in Missouri State University's Outreach Program to complete bachelor's degrees in these same areas. To support Evening College students, several university offices will remain open until 7 p.m. on Mondays and Tuesdays beginning this fall.

Annual Auction: More than \$21,000 was raised during Missouri State University-West Plains' 20th annual auction April 11 at the West Plains Opera House. Approximately 160 people attended the "Mad Hat" themed event, which included silent and live auctions. Proceeds from the auction will be used to

support and enhance property growth within the university's master footprint; a portion of the proceeds will be donated to the Tuttle Amphitheater Building Project and toward renovating and updating the Garnett Library.

Missouri State Night: Missouri State-West Plains hosted the annual Missouri State Night in West Plains on May 1 at the West Plains Civic Center in conjunction with the Missouri State University Alumni Association. The event included presentation of the 2014 Distinguished Alumni Award and the Distinguished Faculty/Staff Award.

Campus Caravan: Missouri State-West Plains hosted a Campus Caravan in Winona on April 30 at Winona High School. The purpose of the caravan program is to showcase Missouri State University-West Plains to friends and neighbors of all ages in service region communities. The entire community is invited to the event. Those attending heard information about admissions, alumni programs and development, academic programs, Missouri State University bachelor's and master's degree programs available at the West Plains campus, financial aid, athletics, student life, the A+ Program, the William and Virginia Darr Honors Program, study abroad opportunities, and activities and events offered by the University/Community Programs (U/CP) Department.

IX.A.

REPORT BY STUDENT BODY PRESIDENT

Mr. David Schneider, President of the Student Body, will make a report to the Board of Governors.

Student Affairs Report
Missouri State University Board of Governors
May 15, 2014

The Division of Student Affairs has been very busy working with and for our students during the winter/spring semester. Even with all the cold weather and snow, our team has been actively engaging students in meaningful experiences and inclusive environments that advance student development, learning, retention, and success. Some highlights include:

Enrollment Management:

- We continue to be up in the number of admitted freshmen and transfer students for both the summer and fall semesters.
- Our Spring Showcase for prospective students was held on April 5th. Over 400 students and 650 family members came to campus on a beautiful spring day to take tours, meet with faculty, and learn more about admission, financial aid, and student involvement opportunities.
- While Showcase is a high-profile recruitment event, most of our prospective students and their families come to campus at other times. And our campus visit staff have been busy this year. From April 2013 through March 2014, they hosted 4,544 students for campus tours. That is up 581 (14.7%) over the previous year. And those students were accompanied by 6,703 family members and guests. We have also arranged for special tours for large groups of students...generally groups from a particular middle school or high school...that included 2,681 students this year, up from 2,127 last year. As a result of these activities, we regularly have large crowds of visitors standing in front of the Admissions Office, so you can imagine that the staff are excited about the prospects of a more spacious and accommodating Welcome Center.
- We are proceeding with the purchase of the Ellucian Degree Works degree audit system. This product, reportedly, is an easy-to-use online set of academic planning tools that help students and advisors see what courses and requirements students need to graduate. We are excited about the potential this system has to improve our service to students and their advisors.

Career Services:

- We host nine (9) Legislative Interns with the Missouri Legislature, from four (4) different majors: Political Science, Social Work, Communications, and Business.
- The Career Center staff taught two (2) sections of Career Development IDS 120 online for the first time this year, both sections were full, twenty-five (25) students each section, from four (4) states.
- 62 school districts attended Education Day on April 16th, an increase of 22% over last year. We were also pleased that more than 650 candidates attended the event, an increase of 28%.
- The Career Center is working closely with Computer Services to permit graduate outcomes data to be stored in Banner, and to connect therefore with Alumni office data.
- The Career Center will be active at graduation ceremonies getting input from students as to their plans after MSU.

Dean of Students:

- MSU recently reached agreement with EverFi to utilize Haven, an online educational model, with undergraduate students who are newly enrolled at MSU. Haven presents interactive modules that address sexual assault, consent, relationship violence and bystander intervention. It will also be tailored to provide information on laws, policies, reporting options, and resources that pertain to MSU. This program will be introduced during SOAR and will be offered to all new undergraduate students this summer.

- Jordan McGee (Junior, Communications and Economics major from Ellisville, MO) was elected President of the Student Body and Addison Reed (Junior, Marketing major from Columbia, MO) was elected Vice President. Their term of office began with the swearing in ceremony at the SGA End-of-the-Year Banquet on Monday, May 5th.
- Cody Miller (Senior, Finance major from Kansas City, Mo) was elected Senior Class President.

Taylor Health and Wellness Center

- Taylor Health received a perfect lab review by COLA (premier clinical laboratory education, consultation, and accreditation organization). This is our 3rd consecutive perfect score, placing Taylor clearly within the top 1% of surveyed labs nationwide. Taylor has received perfect biennial lab scores since 2010.
- Taylor Health and Wellness Center's outstanding pharmacy continues to grow in service as the *Pharmacy Home* for our Missouri State University students, employees, families, and retirees.
- Friday evening April 25, the Taylor Relay for Life Team, formed by Pharmacy Technicians Jennifer Weter and Afton Bradley, raised > \$1,200 for cancer research and care. Our team went home with tired feet and happy hearts after walking all night for cancer cure and care.
- On April 21, 2014 the pharmacy set an all-time single day sales margin of \$4,732.97 billed beyond material costs. All the more impressive when our quality studies consistently show Taylor pharmacy as the low-cost provider 70% of the time for employee prescriptions.

Residence Life & Housing:

- As of 4/28/14 the number of Residence Life housing contracts for Fall 2014 is up over last year by 3.80%. Additionally, we are up almost 6% over last year in First Time New in College contracts (129 contracts).

SOAR (Student Orientation, Advising and Registration):

- A Parent and Family Coordinator, Priscilla Childress, was hired to help develop a comprehensive communication and program plan for our students' parents and family members. Family Weekend has been set for September 12-14, 2014.
- The Orientation program has been enhanced to include an intentional overnight component which will provide programming related to understanding our Public Affairs mission, as well as social opportunities for the students to meet each other and engage with the campus community.
- Over 1688 new first-time in college students have already registered to participate in SOAR for this summer and another 418 students have started the pre-orientation process (*as of April 28, 2014*).

Office of Student Engagement:

- The Office of Student Engagement held its annual STAR awards on Monday, April 28th and handed out 37 various awards to deserving student organization leaders and their advisors.
- Two national fraternities re-chartered at MSU during the winter/spring term... Sigma Pi and Sigma Chi. Both fraternities have actively engaged with the FSL community and are offering leadership and brotherhood experiences to our students.

Respectfully submitted by,

Dee Siscoe
Vice President for Student Affairs
Missouri State University

IX.B.1.

RECOMMENDED ACTION – Offer of commendation to Brittany Donnellan for service as Student Body Vice President.

WHEREAS, Brittany Donnellan served as Student Body Vice President of Missouri State University from May 2013 through May 2014, and has been faithful and competent in the performance of her duties; and

WHEREAS, Brittany Donnellan has presided over the Student Government Association with considerable parliamentary skill, leadership, and motivation; and

WHEREAS, Brittany Donnellan has provided exceptional leadership which has resulted in a high level of respect for the Student Government Association among students, faculty, staff, and administration; and

WHEREAS, Brittany Donnellan has continually demonstrated her dedication to the University and her fellow students through many leadership and service roles in extracurricular activities; and

WHEREAS, Brittany Donnellan has conducted herself in a manner appropriately befitting the Vice President of the Student Body of a major state university.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Governors for Missouri State University, that we commend Brittany Donnellan for outstanding service as Student Body Vice President of Missouri State University from May 2013 through May 2014.

VOTE: AYE _____

 NAY _____

IX.B.2.

RECOMMENDED ACTION – Offer of commendation to David Schneider for service as Student Body President.

WHEREAS, David Schneider served as Student Body President at Missouri State University from May 2013 through May 2014 has been actively involved in student government throughout his collegiate career, and has been faithful and competent in the performance of his duties; and

WHEREAS, David Schneider has provided exceptional leadership which has resulted in a high level of respect for the Student Government Association among students, faculty, staff, and administration; and

WHEREAS, David Schneider has pursued a fully participatory form of student governance by working energetically to keep students informed of issues affecting the University and soliciting student input and ideas; and

WHEREAS, David Schneider has continually demonstrated his dedication to the University and his fellow students through many leadership and service roles in extracurricular activities and has represented the interest of students and effectively communicated their views to the University administration and to the Board of Governors; and

WHEREAS, David Schneider has conducted himself in a manner appropriately befitting the President of the Student Body of a major state university.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Governors for Missouri State University, that we commend David Schneider for outstanding service as Student Body President of Missouri State University from May 2013 through May 2014.

VOTE: AYE _____

 NAY _____

X.A.

REPORT FROM STAFF SENATE

Ms. Andrea Weber, Chairperson of the Staff Senate, will make a report to the Board.

**Report of Gifts
to the
Missouri State University Foundation
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for February		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 13	2,098	\$100,642	27	\$53,771	2,125	\$154,413	21,139	\$4,543,901	FY 13
	FY 14	2,740	\$121,591	22	\$103,757	2,762	\$225,348	24,208	\$4,184,260	FY 14
Special Campaigns	FY 13	27	\$2,957	1	\$1,000	28	\$3,957	863	\$2,741,078	FY 13
	FY 14	30	\$3,391	2	\$2,200	32	\$5,591	1,088	\$2,804,521	FY 14
One Time Gifts	FY 13	0	\$0	5	\$1,187,189	5	\$1,187,189	85	\$2,487,498	FY 13
	FY 14	0	\$0	5	\$54,380	5	\$54,380	89	\$3,241,170	FY 14
TOTALS	FY 13	2,125	\$103,599	33	\$1,241,960	2,158	\$1,345,559	22,087	\$9,772,477	FY 13
	FY 14	2,770	\$124,982	29	\$160,337	2,799	\$285,319	25,385	\$10,229,951	FY 14

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2013 TO 2/28/2014

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2013 TO 2/28/2014	TOTAL 7/1/2012 TO 2/28/2013
G I F T S						
ALUMNI	\$1,720,569	\$83,760	\$296,795	\$47,813	\$2,148,936	\$2,850,293
FRIENDS	2,181,815	4,414	1,161,813	506,196	\$3,854,237	3,520,285
PARENTS	90,909	3,760	3,139	1,385	\$99,193	96,728
FOUNDATIONS	148,518	3,100	36,200	80	\$187,898	488,079
ORGANIZATIONS	283,866	250	1,451,830	80,536	\$1,816,482	553,273
BUSINESSES	<u>1,757,097</u>	<u>13,960</u>	<u>99,361</u>	<u>252,785</u>	<u>\$2,123,204</u>	<u>2,263,819</u>
GIFT TOTAL	<u><u>\$6,182,774</u></u>	<u><u>\$109,244</u></u>	<u><u>\$3,049,138</u></u>	<u><u>\$888,795</u></u>	<u><u>\$10,229,951</u></u>	<u><u>\$9,772,477</u></u>

	NUMBER OF DONORS 7/1/2013 TO 2/28/2014	NUMBER OF DONORS 7/1/2012 TO 2/28/2013
ALUMNI	5,410	5,330
FRIENDS	8,274	8,219
PARENTS	1,202	1,093
FOUNDATIONS	37	41
ORGANIZATIONS	100	96
BUSINESSES	<u>812</u>	<u>751</u>
TOTAL	<u>15,835</u>	<u>15,530</u>

**Report of Gifts
to the
Missouri State University Foundation
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for March		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 13	3,591	\$262,270	35	\$132,106	3,626	\$394,376	24,765	\$4,938,277	FY 13
	FY 14	3,803	\$250,327	49	\$152,149	3,852	\$402,476	28,065	\$5,588,962	FY 14
Special Campaigns	FY 13	46	\$1,242	4	\$1,527,406	50	\$1,528,648	913	\$4,269,726	FY 13
	FY 14	32	\$3,964	4	\$15,142	36	\$19,106	1,124	\$2,823,627	FY 14
One Time Gifts	FY 13	0	\$0	16	\$1,055,984	16	\$1,055,984	101	\$3,543,482	FY 13
	FY 14	0	\$0	4	\$24,704	4	\$24,704	93	\$3,265,874	FY 14
TOTALS	FY 13	3,637	\$263,512	55	\$2,715,496	3,692	\$2,979,008	25,779	\$12,751,485	FY 13
	FY 14	3,835	\$254,291	57	\$191,995	3,892	\$446,286	29,282	\$11,678,463	FY 14

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2013 TO 3/31/2014

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2013 TO 3/31/2014	TOTAL 7/1/2012 TO 3/31/2013
G I F T S						
ALUMNI	\$96,993	\$1,809,307	\$303,427	\$47,911	\$2,257,638	\$2,950,507
FRIENDS	5,238	2,352,211	1,169,339	506,321	\$4,033,109	3,794,295
PARENTS	5,580	100,599	3,347	1,465	\$110,991	106,264
FOUNDATIONS	3,100	151,518	41,200	80	\$195,898	499,579
ORGANIZATIONS	250	288,967	1,451,830	80,536	\$1,821,584	556,324
BUSINESSES	18,023	1,883,602	107,835	1,249,785	\$3,259,244	4,844,516
GIFT TOTAL	<u>\$129,184</u>	<u>\$6,586,203</u>	<u>\$3,076,978</u>	<u>\$1,886,099</u>	<u>\$11,678,463</u>	<u>\$12,751,485</u>

	NUMBER OF DONORS 7/1/2013 TO 3/31/2014	NUMBER OF DONORS 7/1/2012 TO 3/31/2013
ALUMNI	5,823	5,758
FRIENDS	9,397	9,417
PARENTS	1,334	1,271
FOUNDATIONS	40	43
ORGANIZATIONS	111	101
BUSINESSES	856	794
TOTAL	<u>17,561</u>	<u>17,384</u>

**Report of Gifts
to the
Missouri State University Foundation
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for April		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 13	2,811	\$32,592	58	\$201,192	2,869	\$233,784	27,634	\$5,172,061	FY 13
	FY 14	3,355	\$71,472	44	\$121,482	3,399	\$192,954	31,471	\$5,785,807	FY 14
Special Campaigns	FY 13	393	\$162,587	7	\$100,714	400	\$263,301	1,313	\$4,533,027	FY 13
	FY 14	75	\$7,819	5	\$1,478,710	80	\$1,486,529	1,205	\$4,310,156	FY 14
One Time Gifts	FY 13	0	\$0	12	\$1,144,996	12	\$1,144,996	113	\$4,688,478	FY 13
	FY 14	0	\$0	7	\$89,101	7	\$89,101	100	\$3,358,975	FY 14
TOTALS	FY 13	3,204	\$195,179	77	\$1,446,902	3,281	\$1,642,081	29,060	\$14,393,566	FY 13
	FY 14	3,430	\$79,291	56	\$1,689,293	3,486	\$1,768,584	32,776	\$13,454,938	FY 14

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2013 TO 4/30/2014

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2013 TO 4/30/2014	TOTAL 7/1/2012 TO 4/30/2013
G I F T S						
ALUMNI	\$107,702	\$1,881,089	\$320,503	\$47,919	\$2,357,213	\$3,046,055
FRIENDS	5,362	2,456,855	1,173,756	507,064	\$4,143,038	4,829,103
PARENTS	6,463	111,568	4,105	1,465	\$123,601	118,045
FOUNDATIONS	3,100	157,918	41,200	80	\$202,298	505,079
ORGANIZATIONS	250	303,121	1,516,227	80,536	\$1,900,135	806,246
BUSINESSES	18,340	3,343,646	108,335	1,258,332	\$4,728,653	5,089,038
GIFT TOTAL	<u>\$141,217</u>	<u>\$8,254,198</u>	<u>\$3,164,126</u>	<u>\$1,895,397</u>	<u>\$13,454,938</u>	<u>\$14,393,566</u>

	NUMBER OF DONORS 7/1/2013 TO 4/30/2014	NUMBER OF DONORS 7/1/2012 TO 4/30/2013
ALUMNI	6,198	6,133
FRIENDS	10,001	10,104
PARENTS	1,471	1,421
FOUNDATIONS	45	47
ORGANIZATIONS	119	112
BUSINESSES	889	866
TOTAL	<u>18,723</u>	<u>18,683</u>

XIII.A.

RECOMMENDED ACTION – First Reading of Revision of Board Bylaws G1.01-2, Article II: The Board of Governors, Section 5. Quorum; and G1.01-4, Article IV: Committees, Section 3. Committee Powers; Section 4. Committee Meetings; and Section 5. Executive Committee.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, Board Bylaws G1.01-4, *Article IV: Committees*, currently requires that “Actions of the Executive Committee may be ratified, approved or modified at the next regularly scheduled meeting of the Board, but any modification thereof shall be prospective only”;

WHEREAS, it is in the best interests of the University to revise Article IV, Section 3, Section 4 and Section 5 as outlined in attached Exhibit A to avoid confusion regarding the authority and powers of the Executive Committee when the Board of Governors is not in session; and

WHEREAS, to avoid a possible inconsistency within the Bylaws, Article II, Section 5 should be modified in order to clarify requirements of a Quorum.

WHEREAS, as outlined in Exhibit A, the Board of Governors maintains control of Board action, because any voting member of the Board of Governors may remove an item from the Executive Committee agenda and have that item considered by the entire Board by notifying the Chair of the Board or the Secretary of the Board prior to the commencement of the Executive Committee meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that Board Bylaws Article II: The Board of Governors, Section 5. Quorum; Article IV: Committees, Section 3. Committee Powers; Section 4. Committee Meetings; and Section 5. Executive Committee, be revised as set forth in the attached document.

VOTE: **AYE** _____

NAY _____

Comments:

Please see attached the proposed changes to Article II: The Board of Governors and Article IV: Committees, Section 3. Committee Powers; Section 4. Committee Meetings; and Section 5. Executive Committee.

Article II: The Board of Governors

G1.01-2 Article II: The Board of Governors

Section 5. Quorum

A majority of the Board, ~~but at least five voting members,~~ shall constitute a quorum for the purpose of conducting any and all business of the Board, **except in the case of the Committees, whose powers and limitations are outlined in Article IV.** The act by a majority of voting members present at any meeting, with a quorum, shall be the act of the Board. No one Governor nor less than a majority of voting members present at a duly convened meeting of the Board, has any legal status. ~~A majority vote of voting members in a duly constituted meeting of the Board is the only official basis for Board action.~~

Article IV: Committees

G1.01-4 Article IV: Committees

Section 1. Appointment

The Chair of the Board of Governors shall appoint such committees deemed necessary to the proper conduct of the functions and duties of the Board.

Section 2. Committee Membership

Membership on such committees need not be confined to membership on the Board. The Chair of the Board and the President of the University shall be ex officio members of all committees of the Board.

Section 3. Committee Powers

Each such committee shall be delegated such authority by resolution of the Board as the Board deems appropriate to carry out the objects of such committees, but in no event shall have power to bind the Board to any contractual obligation or to establish policy for the University, ~~Each committee shall be subject to the Board's control and direction.~~ **except in the case of the Executive Committee whose powers and limitations are outlined in Section 5, below.**

Section 4. Committee Meetings

- a. Meetings of such appointed committees will be held as determined by the committee chair. All such meetings will be held in compliance with the Missouri Open Meetings statutes.
- b. Committees shall be non-voting except that a committee may vote to close its meeting by an affirmative public vote of a majority of a quorum of the committee as authorized by the Missouri Open Meetings Statutes.
- c. Committees, **except the Executive Committee,** shall be appointed by the Chair at the meeting in which officers are elected, or as soon thereafter as reasonably possible, for one-year terms and shall hold office until their successors have been duly appointed, and may be reappointed for successive terms. Such committees will receive information and proposed policies from the administration, and discuss and develop suggestions for the Board as a whole. Matters shall be presented to the Board as a whole through the respective Vice-President/Provost as an agenda item for consideration of the Board at a regularly or specially called Board meeting. Committees will provide an opportunity for members of the administration and Board of Governors to engage in review and analysis that would normally not be practical within the constraints of a meeting of the Board as a whole, and will thus serve to both expedite and facilitate the meeting of the Board as a whole.

Section 5. Executive Committee

The Board Member selected to be Chair of the Board for the next calendar year, subject to the approval of the Board, shall appoint from the Board an Executive Committee of three members and may fill vacancies at any time. The Chair of the Board shall be a member ex-officio of the Committee and may vote in the absence of any one of the Committee members. Such Executive Committee members shall be appointed and approved at the meeting in which

officers are elected, or as soon thereafter as reasonably possible, for one-year terms, beginning January 1st of the following year, and shall hold office until their successors have been duly appointed, and may be reappointed for successive terms. When the Board of Governors is not in session, the Executive Committee shall have the powers of the Board of Governors to take such action as the Executive Committee may deem to be in the best interests of the University, provided, however, that such action shall be in accord with the provisions of these Bylaws, and not in conflict with the standing rules and regulations of the Board. No later than twenty-four hours prior to the Executive Committee meeting, all action items shall be listed on the Executive Committee agenda with sufficient specificity to notify all Board members of the matters to be taken up at the meeting. Any voting member of the Board of Governors may remove an item from the Executive Committee agenda and have that item considered by the entire Board by notifying the Chair of the Board or the Secretary of the Board prior to the commencement of the Executive Committee meeting.

A complete record of all actions of the Executive Committee shall be kept by the Secretary of the Board, and a copy of such records shall be submitted to each member of the Board monthly. Actions of the Executive Committee may be ratified, approved or modified at the next regularly scheduled meeting of the Board, but any modification thereof shall be prospective only. The vote of any members on any question coming before the Committee may be taken in person, by telephone, email or letter. Concurrence of three members shall constitute action of the Committee.

Article II: The Board of Governors

G1.01-2 Article II: The Board of Governors

Section 5. Quorum

A majority of the Board shall constitute a quorum for the purpose of conducting any and all business of the Board, except in the case of the Committees, whose powers and limitations are outlined in Article IV. The act by a majority of voting members present at any meeting, with a quorum, shall be the act of the Board. No one Governor nor less than a majority of voting members present at a duly convened meeting of the Board, has any legal status.

Article IV: Committees

G1.01-4 Article IV: Committees

Section 1. Appointment

The Chair of the Board of Governors shall appoint such committees deemed necessary to the proper conduct of the functions and duties of the Board.

Section 2. Committee Membership

Membership on such committees need not be confined to membership on the Board. The Chair of the Board and the President of the University shall be ex officio members of all committees of the Board.

Section 3. Committee Powers

Each such committee shall be delegated such authority by resolution of the Board as the Board deems appropriate to carry out the objects of such committees, but in no event shall have power to bind the Board to any contractual obligation or to establish policy for the University, except in the case of the Executive Committee whose powers and limitations are outlined in Section 5, below.

Section 4. Committee Meetings

- d. Meetings of such appointed committees will be held as determined by the committee chair. All such meetings will be held in compliance with the Missouri Open Meetings statutes.
- e. Committees shall be non-voting except that a committee may vote to close its meeting by an affirmative public vote of a majority of a quorum of the committee as authorized by the Missouri Open Meetings Statutes.
- f. Committees, except the Executive Committee, shall be appointed by the Chair at the meeting in which officers are elected, or as soon thereafter as reasonably possible, for one-year terms and shall hold office until their successors have been duly appointed, and may be reappointed for successive terms. Such committees will receive information and proposed policies from the administration, and discuss and develop suggestions for the Board as a whole. Matters shall be presented to the Board as a whole through the respective Vice-President/Provost as an agenda item for consideration of the Board at a regularly or specially called Board meeting. Committees will provide an opportunity for members of the administration and Board of Governors to engage in review and analysis that would normally not be practical within the constraints of a meeting of the Board as a whole, and will thus serve to both expedite and facilitate the meeting of the Board as a whole.

Section 5. Executive Committee

The Board Member selected to be Chair of the Board for the next calendar year, subject to the approval of the Board, shall appoint from the Board an Executive Committee of three members and may fill vacancies at any time. The Chair of the Board shall be a member ex-officio of the Committee and may vote in the absence of any one of the Committee members. Such Executive Committee members shall be appointed and approved at the meeting in which officers are elected, or as soon thereafter as reasonably possible, for one-year terms, beginning January 1st of the following year, and shall hold office until their successors have been duly appointed, and may be reappointed for successive terms. When the Board of Governors is not in session, the Executive Committee shall have the powers of the Board of Governors to take such action as the Executive Committee may deem to be in the best interests of the University, provided, however, that such action shall be in accord with the provisions of these Bylaws, and not in conflict with the standing rules and regulations of the Board. No later than twenty-four hours prior to the Executive

Committee meeting, all action items shall be listed on the Executive Committee agenda with sufficient specificity to notify all Board members of the matters to be taken up at the meeting. Any voting member of the Board of Governors may remove an item from the Executive Committee agenda and have that item considered by the entire Board by notifying the Chair of the Board or the Secretary of the Board prior to the commencement of the Executive Committee meeting.

A complete record of all actions of the Executive Committee shall be kept by the Secretary of the Board, and a copy of such records shall be submitted to each member of the Board monthly. Actions of the Executive Committee may be ratified, approved or modified at the next regularly scheduled meeting of the Board, but any modification thereof shall be prospective only. The vote of any members on any question coming before the Committee may be taken in person, by telephone, email or letter. Concurrence of three members shall constitute action of the Committee.

XIII.B.

RECOMMENDED ACTION – Approval of Revision to G1.03 Officers of the University Policy.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, changes have taken place that impacted job titles, and job descriptions; as well as positions added that should be mentioned in Governing Policy 1.03; and

WHEREAS, to bring all titles, duties, and positions up-to-date, it is in the best interest of the University to revise G1.03 Officers of the University as reflected in the attached document.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G1.03 Officers of the University be revised as reflected in the attached document.

VOTE: AYE _____

NAY _____

COMMENTS:

See attached Governing Policy – G1.03 Officers of the University

Changes are as follows:

- Director of Internal Audit and Compliance description has changed to clarify additional responsibility for compliance and reporting lines;
- Chief of Staff/Assistant to the President for University Relations has been divided into two position descriptions: Chief of Staff/Assistant to the President for Government Relations and Vice President for Marketing and Communications.
- Associate Provost and Dean of the Graduate College was added to the list of officers.

Governing Policy: Officers of the University

The administrative organization of Missouri State University shall consist of the following offices and organizations:

President

The President is the chief executive officer of the University, responsible to the Board of Governors for the administration of all policies adopted by the Board and for the execution of all acts of the Board.

Chief of Staff/Assistant to the President for [University Government Relations](#)

The Chief of Staff/Assistant to the President for [University Government Relations](#) assists the President in managing and operations of the President's office; ~~and serves as the director of [Missouri Governmental Relations](#); and has ultimate responsibility for the offices of [University Communications](#), [Photographic Services](#), [Athletics Communication](#), [Publications](#), and [Web and New Media](#). The Chief of Staff/Assistant to the President also coordinates the University's marketing efforts.~~

General Counsel

The General Counsel provides legal advice and consultation to the Board of Governors, University President, the Administration and faculty and represents the University system before University system hearing bodies as well as administrative and judicial bodies of the United States, the State of Missouri, Greene County, and Springfield. The General Counsel reviews and recommends institutional policies and procedures, reviews and prepares contracts and other legal documents, and provides legal opinions to University committees and councils as directed by the Board of Governors or the University President.

Legal Counsel

The Legal Counsel serves as the assistant to the University's General Counsel for the University by providing legal advice or consultation to the Board of Governors, the University President, the administration, and faculty through administrative channels and reviewing and recommending institutional policies, procedures, guidelines and other documents as needed, with special emphasis on student affairs issues.

Director of Athletics

The Director of Athletics is responsible for administering the University's intercollegiate athletics program.

Director of Internal Audit and Compliance

The Director of Internal Audit and Compliance [shall be appointed by the Board and serve at the pleasure of the Board and](#) is responsible to the Board of Governors for administering the internal audit activity of the University by directing audits of academic and administrative departments and activities and by developing a

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comprehensive, practical program of audit coverage for the University. The Director of Internal Audit and Compliance shall report not less than ~~once~~ twice annually to the full Board and ~~once annually~~ regularly to the Finance and Facilities Committee. The Director of Internal Audit and Compliance also oversees operational risk management, coordinates compliance efforts throughout the University, and investigates compliance lapses and allegations of wrongdoing.

Chancellor of the West Plains Campus

The Chancellor of the West Plains campus is responsible for the overall administration of the West Plains Campus and Shannon Hall in Mountain Grove, including the academic programs, faculty and staff personnel matters, financial affairs, student life, athletics, physical plant, and liaison to the various publics of the campus.

Provost/Chancellor of the Research Campus at Mountain Grove

The Provost is the senior academic officer of the University. Responsibilities include the overall direction, development, and administration of academic affairs, and the Research Campus at Mountain Grove. Academic Affairs includes all academic and scholarly programs of the University, including the six academic colleges, the Graduate College, the Honors College, Library Services, William H. Darr School of Agriculture, and Academic Outreach.

Associate Provosts

The Associate Provosts serve as deputies to the Provost in all functions, with special responsibility for faculty, undergraduate programs and studies, student success and public affairs, and academic outreach.

Associate Provost and Dean of the Graduate College

The Associate Provost and Dean of the Graduate College is part of the leadership team for academic affairs. Responsibilities are to oversee the administration of the Graduate College, including budgets, graduate recruitment, student admissions, and graduate assistantships. This officer works to ensure quality education programs, promotes student and faculty research, and is a primary liaison in communicating and developing collaboration across graduate programs, the other colleges, and the School of Agriculture.

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Director of the William H. Darr School of Agriculture

The Director of the Darr School of Agriculture is responsible for managing the academic units, faculty, and students of the School. These responsibilities include organizing and directing the effective operations of facilities beyond the immediate Springfield campus that include the William H. Darr Agricultural Center Expansion (90 acres), the State Fruit Experiment Station at Mountain Grove (190 acres), the Journagan Ranch (3300 acres), Shealy Farm (250 acres), Bakers Acres (75 acres), and other such operational units that are assigned to this School. Responsibilities include budgeting and budget control for these facilities and the academic operations that include extensive community outreach. The Director of

the Darr School of Agriculture provides the leadership for faculty and staff employment and development, student recruitment, retention, and advisement; and research direction for the faculty and the Centers of this School.

College Deans

Each of the College Deans is responsible for the administration of one of the six discipline-based colleges. Responsibilities include faculty recruitment and development, faculty evaluation, program development, program review, student advisement, collegiate budgeting and budget control, class schedule planning, fundraising and advancement, and general supervision of the scholarship, research, creative activity, instructional and service activities of the college.

Dean of Library Services

The Dean of Library Services is responsible for administering library facilities, resources, and services within the University. The Dean also serves as Head of the Department of Library Science.

Director of Institutional Research

The Director of Institutional Research provides information that supports institutional planning, policy formulation, and decision-making.

Department Heads and Directors of Schools within a College

Each Department Head is responsible for administering one of the academic departments of the University. Responsibilities include faculty recruitment and development, faculty evaluation, program development, program review, student advisement, departmental budgeting and budget control, class schedule planning, fundraising and advancement, and general supervision of the scholarship, research, and creative activity of the department. The Director of a School within a College is expected to fulfill the same role as a Department Head.

Vice President for Administrative and Information Services

The Vice President for Administrative and Information Services ensures prompt and effective delivery of essential services to support the University's mission of producing educated persons by developing goals and objectives, establishing priorities, allocating resources, reviewing and approving unit plans, and designing systems of effective control to guide work toward expected outcomes. The Vice President for Administrative and Information Services has administrative responsibility for Facilities Management, Planning, Design and Construction, Safety and Transportation, Computer Services, Environmental Management, University Staff Ambassadors, and Human Resources.

Associate Vice President for Administrative and Information Services

The Associate Vice President for Administrative and Information Services assists the Vice President for Administrative and Information Services by providing leadership in administrative and information services to support the development of educated persons and extends the Vice President's range of communication,

coordination, and supervision. The Associate Vice President interprets/provides leadership and guidance and integrates the collective efforts of Environmental Management, Facilities Management, Planning, Design and Construction, Postal Services, Printing Services, and the University Facilities Analyst. The Associate Vice President assures good stewardship of University resources, performs other duties as the Vice President may direct, and serves in the role of the Vice President in his/her absence.

University Architect and Director of Planning, Design and Construction

The University Architect and Director of Planning, Design and Construction is responsible for development of all construction projects undertaken by the University and develops long-range and detailed plans to meet the academic and support needs of the University.

Director of Facilities Management

The Director of Facilities Management is the chief administrator of the Department of Facilities Management, which includes Facilities Maintenance, the Work Management Center, Grounds, and Custodial Services departments and is responsible for management of the University's buildings, facilities, and grounds.

University Facilities Analyst

The University Facilities Analyst provides comprehensive facilities planning assistance to all units of the University, ensuring maximum utilization of physical space resources, and serves as the University's facilities database administrator.

Director of Safety and Transportation

The Director of Safety and Transportation coordinates efficient transportation services and the maintenance of a safe and secure campus.

Chief Information Officer/Director of Computer Services

The Chief Information Officer/Director of Computer Services is responsible for system-wide planning, management, security, and coordination of the computing and telecommunications resources of the Missouri State System, and provides automation support for academic and administrative computing needs.

Director of Environmental Management

The Director of Environmental Management coordinates the acquisition, handling, storage, and disposal of hazardous chemical materials, proper handling of select agents, assists the Radiation Safety Officer (RSO) with radiation safety for all Missouri State University campuses, and works collaboratively with administration, faculty, staff and students to assist in developing, coordinating, and promoting recycling in academic buildings on the Springfield campus to reduce the University's impact on the environment.

Director of Human Resources

The Director of Human Resources provides leadership and direction for recruitment and employment services, benefits management and counseling, salary administration and job evaluation, affirmative action issues, training and development, records management, labor and employee relations, and human resource information systems for the University.

Vice President for Student Affairs

The Vice President for Student Affairs is the chief student-personnel officer of the University and advises the President on all matters pertaining to non-academic student life. The Vice President serves as the senior executive officer responsible for providing leadership and general management of units in the division: Enrollment Management, Student Life Activities and Assistant Vice President, Dean of Students Office, Student Academic Support, Student Health and Wellness, Student Engagement, Recreation Services, and Bookstore Auxiliary Services.

Assistant Vice President for Student Life and Director of Plaster Student Union

The Assistant Vice President for Student Life and Director of Plaster Student Union provides vision and strategic direction to departments and programs within the Student Life area of the Student Affairs division: Plaster Student Union (including PSU food, retail operations, and administration, Student Engagement, and Conference Services); Residence Life, Housing and Dining Services; and Campus Recreation and promotes collaborative and joint programming among assigned departments in support of the overall mission and goals of the division and University. The Assistant Vice President for Student Life and Director of Plaster Student Union coordinates and implements divisional initiatives such as staff development, new student convocation, assessment, strategic planning, and other duties as assigned by the Vice President for Student Affairs.

Dean of Students

The Dean of Students is responsible for the administration of the Office of Student Conduct and of the *Code of Student Rights and Responsibilities*, and the Parking Appeals Administrator. The Dean of Students is responsible for Campus Judicial Affairs. Under the direction of the Vice President for Student Affairs, the Dean of Students shares responsibility for the development, implementation, and administration of policies and procedures affecting students.

Associate Vice President for Enrollment Management and Services

The Associate Vice President for Enrollment Management is responsible for the development and implementation of a comprehensive enrollment management plan for both prospective and current students, the delivery of financial aid services, the Registrar's Office research support, and oversees the Directors of Admissions, Student Financial Aid, and Registrar along with other personnel supporting services to students seeking to enroll at the University.

Assistant Vice President for Student Academic Support Services

The Assistant Vice President for Student Academic Support Services is responsible for the coordination of all student academic support services provided by the units of Career Services and the Counseling and Testing Center.

Director, Health and Wellness Services

The Director of Health and Wellness Services exercises full management responsibility for the operation of Taylor Health and Wellness Center and other University health and wellness programs, provides administrative and management support for other University units and clinics, such as the University's Physical Therapy Clinic, and serves as the University's HIPAA privacy officer. The Director's responsibilities include planning, organizing, staffing, budgeting, monitoring, and assessing outcomes and providing strong leadership for the staff of Taylor Health and Wellness Center.

Vice President for Diversity and Inclusion

The Vice President for Diversity and Inclusion is responsible for coordinating executive efforts to establish "diversity and inclusive excellence" as core value throughout all aspects of the University community, to support the University's commitment to equal opportunity and affirmative action, and to work with units at all levels of the institution to promote consistency of diversity processes and procedures to positively impact organizational effectiveness, employee and student development, and community relations.

Director of Institutional Equity and Compliance

The Director of Institutional Equity and Compliance is responsible for monitoring MSU's compliance with federal, state and institutional policy guidelines that promote a non-discriminatory and harassment-free environment. Direct oversight is provided for investigating complaints of discrimination or harassment; making policy recommendations; advising units about hiring policies and processes; offering mandated training with the University community; ensuring educational and/or workplace support services for persons with disabilities; and monitoring departmental compliance with the University's affirmative action initiatives.

Assistant Vice President for Multicultural Services

The primary duty of the Assistant Vice President for Multicultural Services is to provide leadership and support for the establishment and administration of multicultural student recruiting initiatives and the development and administration of departments and programs that serve the needs of multicultural and diverse student populations. Responsibilities include direct supervision of Multicultural Services, TRIO programs, and Retention Services.

Vice President for Marketing and Communications

The Vice President for Marketing and Communications has responsibility for overall communications, research-based messaging, marketing, and branding

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activity for the University. The Vice President oversees the areas of University Communications, Publications, Photographic Services, Web and New Media, and Athletics Communications. In addition to leading the University's central team of marketing and communications professionals, the Vice President provides strategic direction and coordinates marketing and communications produced by other academic and administrative units.

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Vice President for University Advancement

The Vice President for University Advancement is the chief advancement officer for the University and advises the President on all matters pertaining to the management and operation of university development, alumni relations, as well as community and donor relations. The Vice President for University Advancement also serves as the Executive Director for the Missouri State University Foundation, a private nonprofit organization which raises funds to benefit the University. The Vice President has responsibility for the following administrative units and functions: Development and Alumni Relations and the Kenneth E. Meyer Alumni Center.

Executive Director of Development

The Executive Director of Development is responsible for the creation of plans, implementation of strategies, and supervision of fund-raising programs of the University. The Executive Director of Development supervises staff in constituent fundraising positions, donor relations, annual funds, major and planned gifts, and prospect research.

Executive Director of Alumni Relations

The Executive Director of Alumni Relations is responsible for developing and implementing a comprehensive program of activities designed to inform alumni and keep them involved with the University, serves as chairperson for the Homecoming Committee, plans class reunions and implements special events to recognize outstanding alumni, coordinates the alumni chapter network, and serves as advisor to R.E.A.L. Bears (Student Alumni Group) and as the Class Notes Editor for the alumni magazine.

Executive Director, Athletic and Entertainment Facilities

The primary duty of the Executive Director, Athletic and Entertainment Facilities is management of Juanita K. Hammons Hall for the Performing Arts (JKHHPA) and JQH Arena; however the Executive Director also has administrative oversight responsibilities for Hammons Student Center (HSC) and Plaster Sports Complex (PSC).

Chief Financial Officer

The Chief Financial Officer is the senior executive officer responsible for financial services, which consist of accounting, investing, budgeting, payroll, accounts receivable, accounts payable, credit management, budget control, fiscal planning,

financial statement preparation, student loan collection, procurement, and the Bursar's Office. The Chief Financial Officer exercises a major responsibility for the accounting and investing of the Missouri State University Foundation and the Missouri State University Development Corporation and serves as the Treasurer of the Board of Governors and the Missouri State University Foundation.

Bursar

The Bursar is responsible for the collection of all moneys received by the University and provides a check cashing service for currently enrolled students, faculty, and staff.

Controller

The Controller is responsible for the daily accounting functions of the University, which includes accounts payable, financial aid disbursements, general ledger updating, Bursar's Office, cash management programs, investments, auditing, coordination of the collection of student loans and other accounts, and the Perkins Loan Program. The Controller assists in compiling the annual financial report and assesses the effectiveness of computer support systems to ensure that proper accounting standards and principles and procedures are followed during the daily updating of financial records and to facilitate the reporting process.

Director of Procurement Services

The Director of Procurement Services is the University's agent for acquiring all materials, services, supplies, equipment, and real property; supervises the University's insurance and risk management programs; and provides leadership and direction for central receiving, warehousing, property control, and vending and concessions operations.

Vice President for Research, Economic Development, and International Programs

The Vice President for Research, Economic Development, and International Programs is responsible for the following administrative units and functions: General Manager KSMU and Ozarks Public Television, International Programs, Office of China Programs, the Jordan Valley Innovation Center, the Robert W. Plaster Center for Free Enterprise and Business Development, and the Office of Sponsored Research and Programs. The Vice President for Research, Economic Development, and International Program advises the President on all matters pertaining to the operation and management of University research, economic development activities, and international programs. The Vice President for Research, Economic Development, and International programs is responsible for

all university-wide externally-generated grants and contracts and provides the administrative leadership to the University community in supporting the University's mission for enhancement of research and economic development through technology transfer, intellectual property, regulatory compliance, and federal relations.

Associate Vice President for Economic Development and Director of JVIC

The Associate Vice President for Economic Development and Director of JVIC is responsible for coordinating the resources of the federal, state, and local governments with the resources of Missouri State University to promote business and industrial growth by coupling entrepreneurship with research and innovation. Units reporting to the Associate Vice President for Economic Development and Director of JVIC include the Jordan Valley Innovation Center, the e-Factory, the Small Business and Technology Development Center and the Management Development Institute. The Associate Vice President for Economic Development and Director of JVIC also serves as the CEO of Springfield Innovation, Inc.

General Manager KSMU and Ozarks Public Television

The General Manager KSMU and Ozarks Public Television is responsible for strategic planning and visioning for the Missouri State University Public Broadcast Service, establishing operational and budgetary guidelines for the University's radio and television stations, ensuring the stations' support for the University's educational mission, the statewide mission in Public Affairs, and regional themes.

Associate Vice President, International Programs

The Associate Vice President, International Programs is responsible for leadership and oversight of all international programs, including International Services (IS), Study Away programs, the English Language Institute (ELI), the Foreign Language Institute, and The International Leadership and Development Center. The Associate Vice President, International Programs represents international programs (ELI, IS, and Study Away) in an administrative capacity, oversees budgets for each program, and serves as liaison to the greater local and campus communities. The Associate Vice President, International Programs is responsible for international student recruitment for the University and developing associated advertising and promotion strategies. The Associate Vice President, International Programs directs the activities of the China Campus, including implementation of approved administrative policies and procedures and coordination of system-wide support for faculty and students.

Director of Research Compliance

The primary duty of the Director of Research Compliance is to ensure that University-based research, education and service activities are planned and conducted in accordance with federal and state regulations in the areas of human

subjects' protection, care and use of animals, biosafety, radiation safety, and export control. The Director of Research Compliance assures that University policies and procedures are consistent with applicable regulations and coordinates committees involved in overseeing activities related to these compliance areas.

Information Security Officer

The Information Security Officer (ISO) ensures the confidentiality, integrity, and availability of University electronic information by communicating risk to senior administration, creating and maintaining enforceable policies and supporting processes, and ensuring compliance with regulatory requirements.

Administrative Council

The Administrative Council is chaired by the President. The Council includes the Provost, the Vice Presidents, the Chancellor of the West Plains campus, the Chief of Staff and Assistant to the President, the Chief Financial Officer, the Director of Internal Audit and Compliance, the Secretary to the Board of Governors, one college Dean, the Director of Athletics, Executive Director, Athletics and Entertainment Facilities, and the General Counsel. When appropriate to the agenda for a particular meeting, others may be invited as guests. The Administrative Council discusses items of University-wide interest.

| Approved by Board of Governors on ~~October 18, 2013~~ May 15, 2014

Agenda
Marketing Discussion
Board of Governors Meeting
Thursday, May 15, 2014

- Introduction/Overview** – President Clif Smart
- University Presentation** – Mr. Paul Kincaid
Chief of Staff
Assistant to the President for University Relations
- Overview of Marketing Project
 - Review highlights of research phase by PSB
 - Review recommendations from CJRW
 - Review diversity research and recommendations
 - Review marketing plan recommended
- Presentation of Examples** – Ms. Sara Clark
Director of Web and New Media
Introduced by Mr. Paul Kincaid
- Academic programs
 - Choosing Your Future video
 - Spotlights
 - Mind’s Eye
 - Academic website project
 - Going mobile
 - Admission website
 - MSU Mobile
 - School pride and campus life experiences
 - Welcome Weekend
 - “Always a Bear” alumni communications
 - Audience-sourced content
 - #gomaroon
 - Bear Head Mosaic Project
 - New Student Community
 - Commencement
 - BearWear Fridays

- Student Recruitment/Retention** – Don Simpson
Associate Vice President for Enrollment
Management
Introduced by Mr. Paul Kincaid
- Marketing/recruitment relationship
 - Traditional undergraduate recruitment priorities
 - Other recruitment initiatives
 - Marketing and retention
- Summary** – President Clif Smart
- Board Discussion** – Led by Ms. Beverly Miller
Chair – Board of Governors

Three decision points for the Board’s discussion:

1. Do you have questions about the research findings?
2. Do you concur with the directions described in the presentations for communicating, recruitment and retention?
3. Do you support the marketing plan that has been presented, described and is now beginning to be implemented?

NOTE: Background materials are listed on the attached page.

Background Materials

Marketing Discussion 2014

Background materials from the May 2013 Board presentation/discussion on marketing, as well as all materials related to the marketing project (ie, PSB research results, CJRW marketing recommendations, PSB/CJRW diversity research and recommendations, etc.)

<http://www.missouristate.edu/universityrelations/marketing.htm>

Especially draw your attention to the **University Marketing Highlights** as a review from May 2013 Board Discussion:

<http://www.missouristate.edu/assets/UniversityRelations/UniversityMarketingHighlights.pdf>

2014-15 Marketing Plan

<http://www.missouristate.edu/universityrelations/plan.htm>

XIV.

RECOMMENDED ACTION - Resolution authorizing closed meeting

The following resolution was moved by _____ and seconded
by _____:

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following this regular meeting of the Board of Governors to consider items pursuant to

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding...;" and "Sealed bids and related documents...;"
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment,..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,...."

VOTE: ___ AYE

___ NAY